

Panaji, 25th February, 2010 (Phalguna 6, 1931)

SERIES II No. 48

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 47 dated 18-2-2010 from pages 1239 to 1240 regarding Notification from Goa Legislature Secretariat.*

### GOVERNMENT OF GOA

#### Department of Animal Husbandry

Directorate of Animal Husbandry & Veterinary Services

#### Order

No. 2/2/79-AH(Part) 4913

Dr. Mohan G. Umarye, Veterinary Officer, Veterinary Dispensary, Mollem shall visit the Bondla Zoo of the Forest Department for regular check up of the wild animals of the said Zoo, once a week and during emergency, in addition to his own duties, thereby relieving Dr. Marvin Lopes, Veterinary Officer, Veterinary Hospital, Tonca from the additional charge of visiting Bondla Zoo, in public interest.

Dr. Narendra Naik, Veterinary Officer, Veterinary Dispensary, Valpoi shall hold the additional charge of the Veterinary Dispensary, Gawane in addition to his own duties thereby relieving Dr. Mohan G. Umarye, Veterinary Officer from the additional charge of Veterinary Dispensary, Gawane.

Dr. Mohan G. Umarye, Veterinary Officer shall be entitled to draw TA/DA as per rules.

This order shall come in force with immediate effect.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 15th February, 2010.

#### Department of Finance

Revenue & Control Division

#### Order

No. 3/2/2009-Fin(R&C)

In exercise of the powers vested in Government under sub-section (3) of Section 5 of Goa Entertainment Tax Act, 1964 (Act 2 of 1964) read with Rule 12 of the rules framed thereunder, the Government of Goa, hereby exempts Ms. Sumedha Desai, proprietre of M/s. SNK Events, Panaji from Payment of Entertainment Tax in excess of 5% of the amount charged for payment for admission, to perform the Event of featuring Tabla Vadan by Ustad Zakir Hussain (Evening with Masters) at Kala Academy Theatre on 16th December, 2009.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Fin(R&C).

Porvorim, 11th February, 2010.

#### Order

No. 3/1/2009-Fin(R&C)

In exercise of the powers conferred by sub-section (3) of Section 5 of the Goa Entertainment Tax Act, 1964 (Act 2 of 1964), (hereinafter called the "said Act"), the Government of Goa, is hereby pleased to exempt the Panaji City Round Table No. 128 from payment of Entertainment Tax, in exercise of ten paisa in a rupee in respect of the sale of tickets for admission for screening of the movie "3 Idiots" in Inox Leisure, Panaji on 25th December, 2009.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary Fin(R&C).

Porvorim, 18th February, 2010.

**Notification**

No. 2/1/95-Fin(R&amp;C) (A) Part

In exercise of the powers conferred by sub-rule (4) of Rule 99 of the Goa, Daman and Diu Excise Duty Rules, 1964, the Government of Goa, being satisfied that it is necessary in the public interest, hereby directs that all licensed premises "for the sale of liquor" shall be closed on 6th, 7th and 9th March, 2010 in view of General Elections to the two Zilla Panchayats in the State of Goa.

However, the licensed premises having licence for "Bar and Restaurant" may be allowed to keep the restaurant open for serving food only. However, the Bar counter shall be closed and no liquor shall be allowed to serve on the said days. The owner of licensed premises having "Bar & Restaurant" shall also display a board in the premises that no liquor will be served and the restaurant will be open for serving food only.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary Fin(R&C).  
Porvorim, 23rd February, 2010.

**Notification**

No. 2/1/95-Fin(R&amp;C) (B) Part

In exercise of the powers conferred by Sections 5 and 8 of the Goa Excise Duty Act, 1964 (Act 5 of 1964) (hereinafter called the "said Act"), the Government of Goa hereby prescribes that, notwithstanding anything contained in the Government Notifications No. Fin (Rev)/2-35/SE/6/68/(A) dated 29-2-1972 and No. Fin (Rev)/2-35/SE/6/65/(B) dated 29-2-1972, the following shall be the maximum quantity of liquor which can be transported from one place to another within the State of Goa, by any person or which can be possessed by any person within the State of Goa without a permit issued in accordance with the provisions of the said Act and Rules made thereunder, on the following days:-

- 1) One day before the date of Poll i.e. 6th March, 2010.
- 2) The day of Poll i.e. 7th March, 2010.
- 3) The day of counting of votes i.e. 9th March, 2010.
- a) Three quart bottles of Indian made foreign liquor other than beer and six bottles of beer for any person including his family.

- b) Three quart bottles of country liquor for any person including his family.

This Notification shall remain in force only on 6th, 7th and 9th March, 2010, in view of holding General Elections to the two Zilla Panchayats in the State of Goa.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary Fin(R&C).  
Porvorim, 23rd February, 2010.

**Department of General Administration****Notification**

No. 2/1/2009-GAD-H

Read: Government Notification No. 2/1/2009-GAD-H dated 22-09-2009.

Government is pleased to declare Monday, 01st March, 2010 (Phalguna 10, 1931) as "Public Holiday" in the State of Goa on account of Holi instead of "Special Holiday" as indicated in Annexure-II to the Notification cited above.

The holiday declared is under the Negotiable Instruments, Act, 1881 (Act 26 of 1881).

By order and in the name of the Governor of Goa.

*Prabhakar V. Vaingankar*, Under Secretary (GA).  
Porvorim, 22nd February, 2010.

**Department of Home**

Home — General Division

**Order**

No. 17/63/2008-HD(G)

Government is pleased to constitute the Executive Committee of Special Fund for reconstruction, rehabilitation and welfare of Ex-Servicemen and their dependents in the State of Goa. The Executive Committee has been constituted under the Chairmanship of Chief Secretary to decide/recommend cases/expenditure received during the intervening period of State Managing Committee meeting. The Executive Committee of Special Fund shall be constituted for a period of 2 years.

|                                            |                     |
|--------------------------------------------|---------------------|
| 1. Chief Secretary                         | — Chairman.         |
| 2. Station Commander                       | — Vice-Chairman.    |
| 3. Collector, North Goa District           | — Member.           |
| 4. Collector, South Goa District           | — Member.           |
| 5. Brig. N. H. Braganza (Retd.)            | — Member.           |
| 6. Brig. G. R. Bhangui (Retd.)             | — Member.           |
| 7. Lt. Col. KF D'Lima (Retd.)              | — Member.           |
| 8. Gp. Capt. K. A. Braganza (Retd.)        | — Member.           |
| 9. Secretary, Department of Sainik Welfare | — Member Secretary. |

By order and in the name of the Governor of Goa.

*Siddhivinayak Surendra Naik*, Under Secretary (Home).

Porvorim, 11th February, 2010.

#### Order

No. 19/ZILLA PANCHAYAT/2010-HD(G)

In exercise of the powers conferred by sub-section (1) of Section 20 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), the Government of Goa hereby appoints the belowmentioned Officers in column (2) of the Schedule-I as Sub-Divisional/Sector Magistrates and of Schedule-II as Executive Magistrates, with jurisdiction over the area specified in column (3) of the said Schedule till General Election to Zilla Panchayats in North Goa District and South Goa District process is over.

#### SCHEDULE-I

| Sr. No. | Sub-Divisional/Sector Magistrates                                    | Area of jurisdiction |
|---------|----------------------------------------------------------------------|----------------------|
| 1       | 2                                                                    | 3                    |
| 1.      | Shri Sandeep Jacques, Commissioner of Excise                         | North Goa District   |
| 2.      | Shri Swapnil M. Naik, Director of Tourism                            |                      |
| 3.      | Shri Yatindra M. Maralkar, Joint Secretary (Personnel)               |                      |
| 4.      | Shri Elvis Presly Gomes, Commissioner, Corporation of City of Panaji |                      |
| 5.      | Shri Amarsen W. Rane, M. D., Kadamba Transport Corporation Ltd.      |                      |

| 1   | 2                                                                                              | 3                  |
|-----|------------------------------------------------------------------------------------------------|--------------------|
| 6.  | Shri Prasad Lolayekar, Joint Secretary to Chief Minister                                       | North Goa District |
| 7.  | Shri T. S. Sawant, Director of Social Welfare                                                  |                    |
| 8.  | Shri Gurudas P. Pilarnekar, Director of Civil Supplies & Consumer Affairs                      |                    |
| 9.  | Shri Nikhil U. Dessai, Managing Director, GHRSSIDC, Panaji                                     |                    |
| 10. | Shri Sunil P. Masurkar, Secretary, Goa Public Service Commission                               |                    |
| 11. | Shri R. R. Galgali, Executive Engineer, WD XXI, PWD, Fatorda, Margao-Goa                       | South Goa District |
| 12. | Shri S. R. Paranjape, Executive Engineer, WD XII, Sanguem                                      |                    |
| 13. | Shri Rajan Satardekar, Dy. Collector & Rent Controller, Mormugao-Goa                           | South Goa District |
| 14. | Shri V. P. Verekar, Ex. Engineer, PWD, WD XV, Ponda                                            |                    |
| 15. | Shri P. T. Parkar, Executive Engineer, Div. XXV, PWD, Fatorda                                  |                    |
| 16. | Shri R. M. Deshpande, Executive Engineer, WD XIV, (NH), Margao-Goa                             |                    |
| 17. | Shri Manohar Kale, ASW, Division VIII, PWD, Fatorda, Margao-Goa                                |                    |
| 18. | Shri Dilip V. R. Mulgaokar, Surveyor of Works, O/o S. F. Circle IV ® PWD, Fatorda, Margao-Goa  |                    |
| 19. | Shri A. P. Diniz, Member Secretary, Vasco Planning & Development Authority, Vasco-da-Gama, Goa |                    |
| 20. | Smt. Laura Britto E. Madre De Deus, D.L.R.C. Collectorate, South Goa                           |                    |
| 21. | Shri Pravin Fatarpekar, Ex. Eng. O/o Exe. Eng., WD-IX, PWD, Fatorda                            |                    |
| 22. | Shri Ashok S. Rane, EE, O/o Exe. Eng., WDX, WRD, Pajimol, Sanguem                              |                    |

| SCHEDULE-II |                                                                                    |                      | 1   | 2                                                                                                | 3                  |
|-------------|------------------------------------------------------------------------------------|----------------------|-----|--------------------------------------------------------------------------------------------------|--------------------|
| Sr. No.     | Executive Magistrates                                                              | Area of jurisdiction |     |                                                                                                  |                    |
| 1           | 2                                                                                  | 3                    |     |                                                                                                  |                    |
| 1.          | Shri Derrick Pereira Neto,<br>Under Secretary (Health-I)                           | North Goa District   | 20. | Shri Devidas S. Gaonkar (ST),<br>Deputy Director (Admn.),<br>PWD, Altinho                        | North Goa District |
| 2.          | Shri K. V. Signapurkar,<br>Assistant Commissioner of<br>Commercial Taxes           |                      | 21. | Shri Rajendra Gawandalkar,<br>Under Secretary (Home-I)                                           |                    |
| 3.          | Shri B. S. Kudalkar (SC),<br>Under Secretary (Ind. & Labour)                       |                      | 22. | Shri Ajit Pawaskar,<br>P. S. to Leader of Opposition                                             |                    |
| 4.          | Shri V. N. Gaunekar,<br>Assistant Commissioner of<br>Commercial Taxes              |                      | 23. | Shri Pandharinath N. Naik,<br>Under Secretary (Revenue-I & II)                                   |                    |
| 5.          | Shri V. Dangui,<br>Assistant Commissioner of Excise                                |                      | 24. | Kum. Biju R. Naik,<br>Assistant Director (Admn.),<br>Ind. Trade & Comm.                          |                    |
| 6.          | Shri D. Bandekar,<br>Assistant Commissioner of<br>Commercial Taxes                 |                      | 25. | Shri Subhash K. Dessai,<br>Assistant Engineer, Sub-Div III,<br>Works Div XIV, WRD, Cuncolim      | South Goa District |
| 7.          | Shri Damodar Morajkar,<br>Dy. Registrar of Co-op. Societies<br>(Admn.)             |                      | 26. | Shri Ramdas K. Naik,<br>Assistant Engineer, Sub-Div III,<br>Works Div III, WRD, Gogal, Margao    |                    |
| 8.          | Shri Srinet N. Kotwale,<br>Member Secretary, Goa State<br>Pollution Control Board  |                      | 27. | Shri Mohan H. Halkatti,<br>ASW O/o Supdt. Engineer<br>Circle Office, PWD, Fatorda,<br>Margao-Goa |                    |
| 9.          | Shri N. P. Signapurkar,<br>Under Secretary (Estt.)                                 |                      | 28. | Shri Luis C. Dias,<br>A.F. O/o PWD, SDI, WD XXV (R),<br>PWD, Canacona                            |                    |
| 10.         | Shri Dilip Chavan S.<br>LAO, Tillari Irrigation Project                            |                      | 29. | Shri K. P. Raghwan,<br>Assistant Engineer, Div. VI,<br>SD III, PWD, Vasco-da-Gama,<br>Goa        |                    |
| 11.         | Shamsundar Y. Parab,<br>Secretary, Goa State Election<br>Commission                |                      | 30. | Shri Rosario Pereira,<br>Assistant Engineer, PWD, WD<br>XXV, Fatorda-Margao                      |                    |
| 12.         | Shri Pravin M. S. Barad,<br>Assistant Commissioner of<br>Commercial Taxes          |                      | 31. | Shri Francis Fernandes,<br>Assistant Engineer, Div VIII(Bldg.),<br>PWD, Margao                   |                    |
| 13.         | Shri Rama K. Halarnkar,<br>Under Secretary (Higher Edu.)                           |                      | 32. | Shri Shivaji Dessai,<br>Chief Officer, Cuncolim, Municipal<br>Council, Cuncolim-Goa              |                    |
| 14.         | Shri Ashok V. Rane,<br>Assistant Commissioner of<br>Commercial Taxes.              |                      | 33. | Shri Prakash Bandodkar,<br>Dy. Town Planner, Quepem-Goa                                          |                    |
| 15.         | Shri Narayan V. Prabhudessai,<br>Dy. Collector (Rent Control),<br>North Panaji     |                      | 34. | Shri Suresh Babu,<br>Assistant Engineer, WD IX,<br>WRD, Gogal, Margao-Goa                        |                    |
| 16.         | Shri Hanuman Toraskar,<br>Under Secretary (GA-II)                                  |                      | 35. | Shri Gopinath Dessai,<br>Assistant Engineer, S.D. II, WD IX,<br>Canacona                         |                    |
| 17.         | Shri Prabhakar Vaingnkar,<br>Under Secretary (GA-I)                                |                      | 36. | Shri Cleasby Dias,<br>Assistant Engineer, Div XXI, S.D. I,<br>Vidhyanager, PWD, Margao-Goa       |                    |
| 18.         | Shri Surendra Naik,<br>Under Secretary (Fin-Exp.)                                  |                      | 37. | Shri Agnelo Barros,<br>Assistant Engineer, WD VI, SD II<br>PWD, Fatorda, Margao-Goa              |                    |
| 19.         | Shri Ajit Panchawadkar,<br>Dy. Registrar, Goa College of<br>Engineering, Farmagudi |                      |     |                                                                                                  |                    |

| 1   | 2                                                                                                                  | 3                     |
|-----|--------------------------------------------------------------------------------------------------------------------|-----------------------|
| 38. | Shri Vishwas A. Gaude,<br>AE, O/o Goa Housing Board,<br>South Div, Gogal, Margao-Goa                               | South Goa<br>District |
| 39. | Shri Ravishankar Godi,<br>Assistant Engineer, O/o Exe. Eng.<br>WD XIV, WRD, Gogal, Margao-Goa                      |                       |
| 40. | Shri Diogo Pereira,<br>A.E. O/o A.E. IV, WD XIV, PWD,<br>Canacona-Goa                                              |                       |
| 41. | Shri Ajit V. Mahambre,<br>A.E. O/o Assistant Eng., SD II,<br>WD X (Stores), PWD, Vidhyanagar,<br>Aquem, Margao-Goa |                       |
| 42. | Shri Ganesh Velip,<br>A.E., S.D. III, WD, XXI, Vidhyanagar,<br>PWD, Margao-Goa                                     |                       |

By order and in the name of the Governor  
of Goa.

*Siddhivinayak Surendra Naik*, Under Secretary  
(Home).

Porvorim, 18th February, 2010.

#### Notification

No. 1A/1/2010-HD(G)

Government is pleased to constitute the following High Power Committee to monitor investigation and speedy and proper prosecution in cases of criminal assault on women tourists:

|                                          |                     |
|------------------------------------------|---------------------|
| 1. Chief Secretary                       | — Chairman.         |
| 2. Secretary (Tourism)                   | — Member.           |
| 3. Secretary (Women & Child Development) | — Member.           |
| 4. Secretary (Law)                       | — Member.           |
| 5. Director General of Police            | — Member.           |
| 6. Director of Prosecution               | — Member.           |
| 7. Special Secretary (Home)              | — Member Secretary. |

The Committee shall meet atleast once in a month and submit its report to the Government.

By order and in the name of the Governor  
of Goa.

*Siddhivinayak Surendra Naik*, Under Secretary  
(Home).

Porvorim, 10th February, 2010.

#### Notification

No. 2/34/93-HD(G)/Part

In exercise of the powers conferred by clause (h) of Rule 2 of the Citizenship (Registration of

Citizens and Issue of National Identity Cards) Rules, 2003 (hereinafter referred to as the "said Rules"), the Government of Goa hereby appoints the Mamlatdar of each Taluka of the State of Goa, to function as a Local Registrar of Citizen Registration for the purposes of preparation of Local Registrar of Indian Citizens under the said Rules, with immediate effect.

By order and in the name of the Governor  
of Goa.

*Siddhivinayak Surendra Naik*, Under Secretary  
(Home).

Porvorim, 17th February, 2010.

#### Notification

No. 2/34/93-HD(G)/Part

In exercise of the powers conferred by sub-rule (3) of Rule 15 of the Citizenship (Registration of Citizens and Issue of National Identity Cards) Rules, 2003 (hereinafter referred to as the "said Rules"), the Government of Goa hereby notifies the Special Secretary (Home), Home Department, Government of Goa, as a State Co-ordinator of National Registration for the State of Goa, for the purposes of the said Rules, with immediate effect.

By order and in the name of the Governor  
of Goa.

*Siddhivinayak Surendra Naik*, Under Secretary  
(Home).

Porvorim, 17th February, 2010.

#### Department of Labour

#### Order

No. 28/3/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. T & A, 10 & 11, Navelcar Arcade, A. B. Road, Panaji, and it's workman, Ms. Ganga Shankar Mane Raibagkar, Sales Girl, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section



10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

#### SCHEDULE

- "(1) Whether the action of the management of M/s. T & A, 10 & 11, Navelkar Arcade, A. B. Road, Near Hotel Nova Goa, Panaji, in terminating the services of Ms. Ganga Shankar Mane Raibagkar, Sales Girl, with effect from 10-11-2004, is legal and justified?

- (2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 11th February, 2010.

#### Order

No. 21/15/86-LAB-PF

Read: (1) Government Order No. 21/15/86-Lab-PF dated 04-07-2008.

(2) Government Order No. 21/15/86-Lab-PF dated 24-09-2009.

Government is pleased to extend the ad hoc appointment of following Assistant Labour Commissioners in the pay scale of Rs. 6,500-200-10,500 in the revised Pay Band 2—Rs. 9,300-34,800/- with Grade Pay of Rs. 4,200/- (Group 'B' Gazetted), in the office of the Commissioner of Labour and Employment, Panaji-Goa for a further period of one year w.e.f. 04-01-2010 to 03-01-2011 are as under:

- 1) Shri Satish Vaghonkar, Assistant Labour Commissioner.
- 2) Shri Prasad Pednekar, Assistant Labour Commissioner.

The above ad hoc appointment shall be on the same terms and conditions stipulated in the above referred orders.

This issues with concurrence of Goa Public Service Commission vide their letter No. COM/II/11/28(3)/92/182 dated 09-02-2010.

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 15th February, 2010.

#### Order

No. 28/4/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Karthik Alloys Limited, Cuncolim, Goa, and it's workman, Shri Rajan Naik, Control Room Operator, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under section 7-A of the said Act.

#### SCHEDULE

- "(1) Whether the action of the management of M/s. Karthik Alloys Limited, Cuncolim, Goa, in terminating the services of it's workman, Shri Rajan Naik, Control Room Operator, with effect from 20-08-2009, is legal and justified?

- (2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 18th February, 2010.

#### Notification

No. 28/1/2010-LAB

The following award passed by the Lok Adalat at Panaji-Goa on 14-11-2009 in reference No. IT/21//09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*B. S. Kudalkar*, Under Secretary (Labour).

Porvorim, 18th January, 2010.

## LOK ADALAT

Compromise Memorandum in Cases u/s  
10(1)(d) of Industrial Disputes Act, 1947

Type of cases:

Case No. IT/21/09 Pending before Industrial  
Tribunal-cum-Labour Court-I, Panaji.

Workmen ... Applicant/Party I

V/s

M/s. Cartini India Ltd. ... Respondent/Party II

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that the Party I/Workmen have  
raised a charter of demands against the Party II  
which has been referred as an Industrial Dispute  
to this Hon'ble Tribunal.

We, that is the Workmen represented by  
Gomantak Mazdoor Sangh, M/s. Cartini India  
Limited, Respondent alongwith our Advocates,  
authorize panel/bench constituting Lok Adalat, in  
the above said matter that we have arrived at the  
compromise to settle the matter as follows:

## TERMS OF COMPROMISE

In view of the settlement arrived at by the parties  
which they undertake to register within fifteen  
days from today, with the Labour Commissioner,  
no dispute exists between the Workmen and  
Management (Party II). Hence a no dispute  
Award be passed. A xerox copy of the settlement  
signed by the parties is annexed herewith.

We have arrived at the compromise terms  
willingly before the Lok Adalat held on 14-11-09  
at 11.30. No coercion or force is applied. Today,  
though it is not working day for the Court we  
request the panel/bench constituting the Lok  
Adalat to record the compromise today only and  
the aforesaid matter may be marked as settled  
accordingly.

Dated this 14th day of November, 2009.

|                                                              |                                                          |
|--------------------------------------------------------------|----------------------------------------------------------|
| Signature of the Workmen<br>through their<br>Representatives | Signature of the<br>Respondent<br>James Kurian, Director |
|--------------------------------------------------------------|----------------------------------------------------------|

|                                                                                                           |                                                             |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Signature of the Secretary<br>for the Applicant Union<br>Gomantak Mazdoor<br>Sangh<br>Shri Ashok Kavlekar | Signature of the<br>Advocate for the<br>Respondent/Party II |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

(Signature of the Authorized officer of the  
Government)

## AWARD

The matter is amicably settled as above before  
the Lok Adalat held on 14th November, 09 at Panaji.

Sd/-

1. Signature of the Presiding Officer of Panel of  
Lok Adalat.

Sd/-

2. Signature of the Member of Panel of Lok  
Adalat.

Sd/-

3. Signature of the Member of Panel of Lok  
Adalat.

## MEMORANDUM OF SETTLEMENT

Under the provisions of Section 2P under the  
Industrial Disputes Act, 1947 and the Rules  
made thereunder

## BETWEEN

|                                                                                        |                                                                         |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Cartini India Limited,<br>D 2 38/39, Tivim Ind.<br>Estate & D 6 Madkai<br>Ind. Estate. | <i>Represented by</i><br>1. Mr. James Kurian.<br>2. Mr. Gajendra Parab. |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

And

|                                                                                            |                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Its Workmen<br>Represented by<br>Gomantak<br>Mazdoor Sangh<br>Macedo Bldg.,<br>Ponda, Goa. | <i>Represented by</i><br>1. Mr. Ashok Kavlekar.<br>2. Mr. Nilesh Shirodkar.<br>3. Ms. Shreya Shet.<br>4. Ms. Sarita Naik.<br>5. Mrs. Sunanda Sawant.<br>6. Mrs. Mahananda<br>Halarnkar.<br>7. Ms. Reshma Naik. |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## A. SHORT RECITAL OF THE CASE

This Memorandum of Settlement is arrived  
at under Section 2P of the Industrial  
Disputes Act, 1947 and is executed on 14th  
November, 2009 between Cartini India  
Limited, Goa (hereinafter referred to as the  
"Company") of the "ONE PART" and its  
Workmen employed by the Company at its  
establishment in Tivim, Goa and Madkai,  
Goa as represented by the Gomantak  
Mazdoor Sangh (hereinafter referred to as  
the "Union") of the "SECOND PART".

The parties hereinabove mentioned had  
entered into a settlement dated March 05,  
2004 for a period upto March 04, 2008. By  
letter dated 01-11-2007, the Union submit-  
ted to the Company its Charter of Demands  
and requested that negotiations be com-  
menced on its Charter of Demands.

The Company vide its letter No. CIL/COD/ /07-08/0001 dated December 24, 2007 had written to the workmen apprising them of the existing situation in the competitive market place and also latter submitted in writing, certain demands as regards the productivity and the discipline in the factory. The Company also impressed upon the Union the need to eliminate wrongful/ /wasteful work practices and bring out a radical change in the work culture with regard to absenteeism, discipline, efficiency, production/productivity, touch time, etc. in light of liberalization resulting in increasing domestic and global competition.

A number of Meetings were held between the representatives of the company and the representatives of the Union. After protracted negotiations, the parties have arrived at a Settlement as a package deal and the same is hereby recorded and filed as required by the law.

THIS SETTLEMENT NOW WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**B. APPLICABILITY, PURPOSE, INTENT AND OBJECTS**

**B.1. Applicability:**

All the terms and conditions of this Settlement shall be applicable to and binding on all permanent Workmen who are on the rolls of the Company on the date of signing of this Settlement and such of those who will be employed thereafter as Permanent Workmen.

**B.2 Purpose, Intent and Objects:**

The Purpose, Intent and Objects of the Settlement is to effectively implement new manufacturing techniques, achievement of profitability, productivity, versatile skills, to remain competitive in the national and international market, to improve economic standards, skills and prospects of Workmen and to maintain and promote harmonious Industrial Relations between the Company and the Union/Workmen with a view to raising and to continue raising levels of prosperity of both the Company and the Workmen. The spirit of the Settlement is of mutual trust and understanding.

The Company through its representatives has placed before the Union all the relevant

data so that the Union could independently assess and evaluate the correct financial standing and capacity of the Company, realize the very difficult period through which the Company has been passing and the imperative need for taking urgent and effective remedial measures. The Company also laid emphasis on the severe competition being faced by the Company in respect of the products manufactured and marketed by it. After thoroughly appreciating the grim situation, both the parties have agreed to the under noted aims and objectives with a view to restoring the financial health of the Company that it is in the common interest of both the parties that the Company focuses its attention and efforts in aligning its resources and capabilities towards the enhancement of the Company's core business functions/activities with a view to remaining competitive and economically viable. While it is recognized that competitiveness and viability depend on a number of factors outside the purview of industrial relations, considerable advance in this regard can be accomplished by whole-hearted co-operation between the parties and through higher production/productivity, better discipline, better utilization of material, equipment and human resources, elimination of wrongful and/or wasteful work practices, reduction in costs, wastage, rejections and idle time, reduction in cycle time and developing multi-trade skill concept as well as operating simultaneously more than one machine wherever feasible for optimizing the production/productivity efforts and while performing work, they shall strive to achieve increased working minutes, zero defects, safety improvements, zero accidents, Kaizen and continuous improvements in all operations under normal working conditions;

that the spirit of this Settlement is of mutual understanding in problem solving approach by not only identifying the essential needs of the Workmen but also the imperative needs of the Company. The parties, therefore, realize that in return for increase in emoluments/benefits under this Settlement, the Workmen have to share additional obligations which would not only enable the Company to absorb the additional financial burden but also to regain and to maintain its competitive status in the



market. This can be done only by continuously improving productivity and quality of output and creating a new work culture to face the challenges of a highly competitive liberalized domestic and global markets by taking emergent corrective measures as are called for from time to time;

that in the light of liberalization resulting in increasing domestic and global competition, both the parties recognize the need for higher production/productivity and a greater degree of flexibility in various aspects of the Company's operations to restore and to maintain the Company's profitability and business interests and also realize that appropriate productivity increases are vital to off-set the rising costs of various inputs including the increase in cost to the Company resulting from this Settlement;

that despite the serious recessionary situation, the Company has conceded the demands liberally and agreed to undertake heavy financial burden resulting from the enhanced monetary benefits agreed to be given under this Settlement solely on the assurance and undertaking given by the Union that it shall reciprocate by ensuring and extending full co-operation of all the Workmen in implementation of their commitment to make continuous improvements in productivity, quality, operational efficiency, flexibility, rationalization measures and discipline in every possible manner;

that the Company will have the freedom for effective utilization of Human Resource and optimizing production/productivity by transferring/redeploying Workmen from one department/location to another at any of the Company's Establishments in the country for exigencies of Company's work without prejudice to the existing emoluments of the Workmen concerned. Furthermore, the parties agree to continue with the existing practice of training/retraining Workmen in different skills and deploy the Workmen in any other area/trade where work would be available in order to fully adopt flexible work methods;

that the Union and the Company hereby re-affirm their faith in the process of collective bargaining and in pursuance of the said objectives, have mutually agreed

between themselves on the terms of the Settlement as set out herein;

that should conflict of interest arise between the parties at any time the same shall be resolved amicably by adhering to the orderly peaceful process of negotiation in good faith and without resorting to any acts of indiscipline of any type or take recourse to any type of direct/indirect action which result in disruption of normal operations of the Company such as go-slow, stoppage of work, gherao, non-co-operation, strike, etc.

#### PART-I

#### APPLICABLE TO PERMANENT WORKMEN WHO ARE ON THE ROLLS OF THE COMPANY PRIOR TO THE DATE OF SIGNING OF THIS SETTLEMENT.

#### C. THE CATEGORIZATION WILL AS EXPLAINED IN TABLE-1 BELOW :

Table-1

| Category | Years of Service as on<br>March 01, 2008                 |
|----------|----------------------------------------------------------|
| CAT 1    | Greater than 10 years.                                   |
| CAT 2    | Greater than 8 years but less than or equal to 10 years. |
| CAT 3    | Greater than 6 years but less than or equal to 8 years.  |

#### D. BASIC WAGE as per the Minimum Wages Act, 1948.

With effect from 1st November, 2009, the above workmen shall be paid basic wages in accordance with the provisions and rules made thereunder the Government of Goa, Minimum Wages Act, 1948 vide notification applicable to the rates of minimum wages in respect of the workmen employed in their Scheduled Employment.

The Basic Wages currently applicable are as shown in Table - 2 below:

Table - 2

| Classification | Rs. per month |
|----------------|---------------|
| Semi Skilled   | 3068          |
| Skilled        | 3614          |
| Highly Skilled | 4004          |

It is clarified that whenever the minimum wage is revised as per the Government Notification, these Workmen shall be paid Basic Wage as per the revised minimum wage.

**E. PERSONAL PAY**

With effect from 1st November, 2009, Workmen will be eligible for Personal Pay as per Table-3 below:

Table - 3

| Category of Workmen | Personal Pay (Rs. per month) |
|---------------------|------------------------------|
| CAT 1               | 232                          |
| CAT 2               | 132                          |
| CAT 3               | 32                           |

**F. RE-ALIGNMENT OF ALLOWANCES**

The existing heads of House Rent Allowance, Conveyance Allowance, Lunch Allowance, Tea Allowance and Washing Allowance will hereafter be termed as House Rent Allowance, Conveyance Allowance, Medical Allowance, Education Allowance and Washing Allowance and will be as shown in Tables 4, 5, 6 and 7 below:

Table - 4

For the period from 1st November, 2009 to 31st October, 2010

| Category of workmen | House rent Allowance | Conveyance Allowance | Medical Allowance | Washing Allowance # | Education Allowance |
|---------------------|----------------------|----------------------|-------------------|---------------------|---------------------|
| CAT 1               | 730                  | 670                  | 670               | 50                  | 180                 |
| CAT 2               | 630                  | 670                  | 670               | 50                  | 180                 |
| CAT 3               | 530                  | 670                  | 670               | 50                  | 180                 |

Table - 5

For the period from 1st November, 2010 to 31st October, 2011

| Category of workmen | House Rent Allowance | Conveyance Allowance | Medical Allowance | Washing Allowance # | Education Allowance |
|---------------------|----------------------|----------------------|-------------------|---------------------|---------------------|
| CAT 1               | 830                  | 720                  | 670               | 50                  | 180                 |
| CAT 2               | 730                  | 720                  | 670               | 50                  | 180                 |
| CAT 3               | 630                  | 720                  | 670               | 50                  | 180                 |

Table - 6

For the period from 1st November, 2011 to 31st October, 2012

| Category of workmen | House Rent Allowance | Conveyance Allowance | Medical Allowance | Washing Allowance # | Education Allowance |
|---------------------|----------------------|----------------------|-------------------|---------------------|---------------------|
| CAT 1               | 930                  | 770                  | 670               | 50                  | 180                 |
| CAT 2               | 830                  | 770                  | 670               | 50                  | 180                 |
| CAT 3               | 730                  | 770                  | 670               | 50                  | 180                 |

Table - 7

For the period from 1st November, 2012 and onwards

| Category of workmen | House Rent Allowance | Conveyance Allowance | Medical Allowance | Washing Allowance # | Education Allowance |
|---------------------|----------------------|----------------------|-------------------|---------------------|---------------------|
| CAT 1               | 1030                 | 820                  | 670               | 50                  | 180                 |
| CAT 2               | 930                  | 820                  | 670               | 50                  | 180                 |
| CAT 3               | 830                  | 820                  | 670               | 50                  | 180                 |

The aforementioned Medical Allowance shall not prohibit the workmen from claiming medical benefit/allowance applicable to those Workmen who fall outside the purview of the ESI Act.

**Washing Allowance #**

Workmen will be paid the said allowance irrespective of whether they are provided with Uniforms or not. Workmen will make their own washing arrangement. The Union/Workmen undertake to be at work in clean and neat attire.

**G. INCENTIVES:**

Owing to the challenges posed by liberalization and globalization and the fiercely competitive market scenario, it is essential that the Company has the requisite and disciplined manpower on duty for the entire duration of the shifts to successfully meet the demands of discerning customers. The Company, therefore, is hereby introducing the belowmentioned Incentive Schemes with a view to optimizing the Workmen's attendance, discipline, production/productivity, punctuality and safety awareness.

**G.1 Overall Performance Incentive:**

Effective from 1st November, 2009, the Workmen will be eligible to receive the Overall Performance Incentive of Rs. 50/- (Rupees fifty only) per month.

Workmen will disqualify themselves for this incentive on the following grounds:

**\* Misconduct:**

Workmen against whom any disciplinary proceeding is initiated in accordance with the Model Standing Orders for a misconduct shall for the entire period of such disciplinary proceedings not to be entitled to receive the said Incentive. By entire period of disciplinary proceedings shall mean the month in which the letter

initiating such proceedings viz. charge-sheet, letter of suspension pending inquiry, etc., is issued to the Workman concerned till the month in which the said disciplinary proceedings are concluded.

If, on the conclusion of such disciplinary proceedings the Workman concerned is exonerated from the charges/levelled against him, he will be paid the entire amount of the said Incentive which was earlier not paid to him.

If, on the conclusion of such disciplinary proceedings, the Workman concerned is found guilty of the charges levelled against him, then the Workman concerned shall be paid the said Incentive only from the month following the month in which the punishment for the said misconduct is meted out to him.

\* **No Work No Pay:**

In cases where Workman is not paid wages for any period of the day on the principle of 'No Work No Pay' for reasons directly attributable to the Workman, the Workman concerned shall not be entitled to the said Incentive for that particular month in which such incident takes place.

\* **Not Earned PL:**

Workmen, who have not attended work for the requisite number of days in the previous calendar year to earn PL, shall not be entitled to receive the said Incentive for the months of January, February and March of the succeeding calendar year.

**G.2 Punctual Attendance Incentive:**

Effective from 1st November, 2009, the Workmen will be eligible to receive the Punctual Attendance Incentive of Rs. 50/- (Rupees fifty only) per month.

**G.2.1** Workmen who have attended and actually worked for full duration of the respective shift without being late and/or without leaving early will be eligible for this incentive.

The Workmen who attend late i.e. after the commencement of the Scheduled time at the beginning of his duty hours or on resuming duty after interval of rest and/or lunch/dinner break shall not be eligible to receive Punctual Attendance Incentive for that particular day.

\* With a view to having optimal operational efficiency, Workmen after having reported for work, shall ordinarily not be permitted to leave the Factory premises before the end of their respective shifts, save and except in cases of bonafide emergency situations arising in the case of the Workmen concerned and/or their family members.

\* The Union/Workmen have unequivocally agreed that the Workmen will be at their work place and will start work immediately on the commencement of the shift and immediately after interval of rest and/or lunch/dinner break. Similarly they will remain at their work place and stop work only after the signal for interval of rest, lunch/dinner break and/or end of shift time is given by sounding of a hooter or buzzer.

\* Workmen shall not be eligible for the Punctual Attendance Incentive on a particular day for any violation of the rules for registering the attendance.

\* In the event of any Workmen not being eligible to receive the said Incentive for four days or more in a particular month, then the Workman concerned shall lose the said Incentive for that complete month.

\* The Company at its sole discretion, as a gesture of goodwill and as a special case and without setting any precedent whatsoever, may condone such late comings in the event of natural calamities resulting in major breakdown/disruption of the public transport system, water logging owing to very heavy rainfall affecting rail/road traffic, bandhs, etc. and/or early goings in the event of bonafide emergency situations arising in the case of the Workmen concerned and/or their family members. The decision of the Company in this matter shall be final and binding on the Workmen.

**G.2.2** Workmen shall be at work at their respective workstations at the times fixed and notified. Workmen reporting later than thirty minutes of the starting time will not be permitted to register their attendance for that day and consequently will be liable to be shut out from the Company's premises for that day.

**G.3 Regular Attendance Incentive:**

Effective from 1st November, 2009, the Workmen will be eligible to receive the Regular Attendance Incentive of Rs. 50/- (Rupees fifty only) per month.

The Incentive shall not be paid to those Workmen who are absent for more than four days in that calendar month.

*Illustration:* If in a calendar month there are 26 working days and if a Workman has worked for less than 22 day in that month he will not get the Attendance Incentive for that entire month. Similarly, if in a calendar month there are 25 working days and if a Workman has worked for less than 21 days in that month he will not get the Attendance Incentive for that entire month.

In case of Workmen who have proceeded on Privilege Leave (PL) or Maternity Leave (ML) in a particular month, such days of PL/ML falling in the said month and also if spilling over in the subsequent month/s will be deemed to be days on which the Workmen concerned have worked in the respective month/s for the purpose of eligibility of the said Incentive for such days of PL/ML but the Workmen concerned shall not earn the said incentive for such days of PL/ML. This is subject to the Workmen concerned availing of PL of three continuous days or more. PL of less than three continuous days shall not be considered for the purpose of eligibility of the said Incentive.

#### **G.4 Safe Working Conditions Incentive:**

Effective from 1st November, 2009, the Workmen will be eligible to receive the Safe Working Condition Incentive of Rs. 50/- (Rupees fifty only) per month.

With a view to encouraging and ensuring the totally safe and healthy work environment in the Company, the Workmen will be eligible to receive this Incentive. In the event of any reportable accident taking place in the plant, then all the Workmen irrespective of whether they are on work/leave/outdoor duty/tour on the date of the said accident, shall not be eligible to receive the said Incentive for the month in which the said reportable accident has taken place, save and except in cases where such reportable accident has taken place owing to natural causes beyond human control and beyond the control of the Company and/or its employees. The Company's decision in respect of such exceptions shall be final and binding on the Workmen. The Company will provide all necessary safety accessories as per the provisions of the Factories Act, 1948.

#### **G.5 Terms and Conditions Applicable To Aforesaid Four Incentives:**

**G.5.1** Workmen shall not be eligible to receive payment of all the aforesaid four Incentives in the following cases as the said Incentives shall not be treated as wages for the payments in the said cases:

- \* Payment of Subsistence Allowance to Workmen suspended pending inquiry.
- \* The said Incentives will be restored retrospectively if the Workmen concerned are exonerated of the charges levelled against them subject to the Workmen satisfying all other terms and conditions of eligibility applicable to the said Incentives.
- \* Payment of overtime.
- \* Payment of wages for the days the Workmen are on PL/ML.
- \* Payment in lieu of PL at the time of retirement on attaining age of superannuation or death while in service of the Company.
- \* Payment of any compensation under the Workmen's Compensation Act, 1923.
- \* Payment of wages for the paid Holiday.
- \* Non-payment of any/all Incentive/s shall be without prejudice to the Company's right to initiate disciplinary action against the Workmen concerned for any acts of commission//omission under the Model Standing Orders.

**G 5.2** Workmen shall be entitled to receive any of the aforesaid four Incentives only for such days that they are present on work and subject to the Workmen satisfying all other terms and conditions applicable to the respective Incentive Scheme.

#### **H. OVERTIME PAYMENT:**

The Union/Workmen shall co-operate with the Company to work overtime as and when the exigencies of the Company's business needs and requirements so demand.

Effective from 1st November, 2009, overtime payment, wherever applicable, shall be on the basis of monthly gross wages excluding the components of the four Incentives.

#### **I. STATUTORY BENEFITS**

**I.1 Accident Relief (Workmen not covered under the Employees' State Insurance Act, 1948):**

In the unfortunate event of an injury to a Workman caused by an accident arising out



of and in the course of his employment resulting in death, or permanent total or permanent partial disability, or where temporary disablement results from such injury, the compensation payable in all such cases shall be exclusively in accordance with the provisions of the Employees' Compensation Act, 1923 and the rules made thereunder.

## **I.2 Bonus:**

Workmen will be eligible to receive annual bonus in accordance with the provisions of the Payment of Bonus Act, 1965 and the rules made thereunder.

Workmen will be paid Bonus on the basis of Basic Wages plus Personal Pay, wherever applicable.

## **I.3 Employees' State Insurance (Workmen not covered under the Employees' Compensation Act, 1923):**

Workmen will be eligible to receive medical relief, sickness benefits, compensation for fatal and other employment injuries, etc., in accordance with the provisions of the Employees' State Insurance Act, 1948 and the rules made therein.

## **I.4 Gratuity:**

Workmen will be eligible to receive Gratuity in accordance with the provisions of the Payment of Gratuity Act, 1972 and the rules made thereunder.

Workmen will be paid Gratuity on the basis of Basic Wages plus Personal Pay, wherever applicable.

## **I.5 Provident Fund Inclusive of Employees' Pension Scheme-(PF):**

Workmen will be eligible to receive benefits of PF in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the rules made therein.

PF contribution by the Company and the Workmen under the scheme will be on the basis of Basic Wage plus Personal Pay, wherever applicable.

The Act envisages equal contribution by the Company and the Workmen on the basis of wages earned during a wage period. The rates of contribution are notified by the Statutory Authority concerned. Currently, for

a wage period, the Company's contribution as well as the Workmen's contribution is at the rate of 12% of the Basic Wage plus Personal Pay, wherever applicable, payable to the Workman.

Under the said Act, where the monthly wages (Basic Wages) of the Workmen exceed Rs. 6500/-, the contribution payable by such Workmen and in respect of such Workmen by the Company, shall be limited to the amount payable on a monthly Wages of Rs. 6,500/-.

## **J. VARIOUS OTHER BENEFITS**

### **J.1 Ad hoc lumpsum**

The Union had made a request to the Company that the benefits arising out of this settlement be extended to all eligible permanent Workmen effective from March 5th 2008. The Company explained to the Union that the reciprocal obligations arising out of benefits extended to the Workmen under this Settlement will fructify only after the date of signing of this settlement it was not possible to accede to this request. However, on the specific assurance given by the Union that the Workmen shall abide by the letter and spirit of this Settlement and shall extend their full co-operation and support in the Company's progress and prosperity, the Company, as a gesture of goodwill and as a very special case and without setting precedent in any way, shall pay an ad hoc lumpsum amount not exceeding Rs. 26040.00 for Category I, Rs. 23814.00 for Category II and Rs. 21588.00 for Category III on pro-rata basis depending upon the attendance of the Workmen concerned between the period from 5th March, 2008 to 31st October, 2009.

### **J.2 Death Relief Scheme:**

The aforesaid scheme comes into operation from the date of signing of this Settlement.

There will be recovery of contribution of Rs. 50/- (Rupees fifty only) from the wages of the permanent Workmen towards the said scheme whenever a permanent employee expires while in service with the Company. The Company agrees to recover the contribution as stated above from the Wages//Salary of permanent employees and remit the same to the nominee of the deceased employee.



The Company will make contribution to the said scheme to the extent of amount equivalent to the total amount contributed by the Workmen for the death of each permanent employee while in service with the Company.

Every employee is required to nominate the person(s) who shall receive the benefits under the scheme in the event of his/her death and submit to the Company his/her nomination in the prescribed form available with the respective Personnel Department.

Any employee who has initially nominated any person(s) other than a member of his/her family as defined hereinbelow shall submit fresh nomination, in case subsequent to the initial nominations he/she has a family as defined therein the said Clause.

Family for the purpose of the scheme shall mean and include the employee's spouse, children and parents.

## **K. WORKING DAYS PATTERN**

### **K.1 Holidays**

**K.1.1** The Factory Establishments at Goa shall observe in a calendar year a working pattern of 305 or more working days plus 8 (Eight) paid holidays plus weekly holidays. The following eight National/Festival days will be observed as Paid Holidays for the Company's Establishments in Goa each calendar year:

1. Republic Day (January 26)
2. Labour Day (May 1)
3. Independence Day (August 15)
4. Ganesh Chaturthi
5. Gandhi Jayanti (October 2)
6. Diwali
7. Goa Liberation Day (December 19)
8. Christmas (December)

In the event of any of the above Paid Holidays falling on a weekly holiday, no substitute holiday/weekly holiday will be observed.

**K.1.2** Workmen will be eligible to receive payment for paid holiday/s subject to the Workmen concerned being present for the full scheduled working day either preceding or succeeding the paid holiday/s.

It is agreed between the parties that the number of paid national and festival

holidays in a calendar year will be as per the Government Notification applicable to that calendar year provided that such paid holidays declared are applicable to our Industrial Establishment.

### **K.2 Shift Timings:**

The hours of work for the first and the second shifts shall be 8 hours for each of these shifts, and the period of work for the first and second shifts shall be 8 hours and 30 minutes. The hours of work for the third shift shall be 6 hours and 30 minutes and the period of work for the third shift shall be 7 hours.

Depending upon the exigencies of the business needs and requirements, the Company reserves the right to change the shift timings in consultation with the Union.

It is made abundantly clear that the Workmen concerned shall leave their respective work stations only at the commencement of the Interval of Rest and thereafter return to their respective work stations immediately after the end of the Interval of Rest. Changing dress/work clothes at the start/finish of shifts shall be in the Workmen's own time and not during the working hours of the shift/s. Consequently, all Workmen shall punch "IN" and punch "OUT" in their work clothes/dress/uniforms.

## **PART - II**

### **L. APPLICABLE TO PERMANENT WORKMEN WHO WILL BE JOINING ON OR AFTER THE DATE OF SIGNING OF THIS SETTLEMENT IN CATEGORIES OTHER THAN "UNSKILLED" CATEGORY**

#### **L. 1 Purpose, Intent and Objects**

The service conditions for permanent Workmen who will be appointed on or after the date of signing of this Settlement have been agreed to by the parties as a "Package Deal" after careful deliberations and taking into consideration the grim and difficult situation through which the Company is passing and with a view to restoring the financial health of the Company and its survival which is not only in the larger interest of the Company but also in the overall interest of the Workmen as a whole.

#### **L.2 WAGES, ALLOWANCES, BENEFITS and PERQUISITES IN ACCORDANCE WITH THE PROVISIONS OF AND THE RULES MADE UNDER THE:**

|        |                                   |     |                                                                                                                                                            |
|--------|-----------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| L.2.1  | Wages                             | ... | Govt. of Goa, Minimum Wages Act, 1948 vide notification applicable to the rate Minimum Wages in respect of Workmen employed in their Scheduled Employment. |
| L.2.2  | Overall Performance Incentive     | ... | Rs. 50/- per month.                                                                                                                                        |
| L.2.3  | Punctual Attendance Incentive     | ... | Rs. 50/- per month.                                                                                                                                        |
| L.2.4  | Regular Attendance Incentive      | ... | Rs. 50/- per month.                                                                                                                                        |
| L.2.5  | Safe Working Conditions Incentive | ... | Rs. 50/- per month.                                                                                                                                        |
| L.2.6  | Employees State Insurance         | ... | Employees State Insurance Act, 1948 .                                                                                                                      |
| L.2.7  | Bonus                             | ... | Payment of Bonus Act, 1965.                                                                                                                                |
| L.2.8  | Provident Fund (inclusive of EPS) | ... | Employees Provident Funds and Miscellaneous Provisions Act, 1952.                                                                                          |
| L.2.9  | Gratuity                          | ... | Payment of Gratuity Act, 1972.                                                                                                                             |
| L.2.10 | Privilege Leave (Earned Leave)    | ... | Factories Act, 1948.                                                                                                                                       |

**L.3 Other Benefits/Practices:**

|       |                                           |                                                                                                                                                                                              |
|-------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| L.3.1 | Paid Holidays                             | The benefits will be extended on the same                                                                                                                                                    |
| L.3.2 | Encashment of Leave/Payment in lieu Leave | terms and conditions as applicable to the permanent Workmen who are on the rolls of the Company prior to the date of signing of this Settlement and covered under Part-I of this Settlement. |
| L.3.3 | Over time                                 |                                                                                                                                                                                              |
| L.3.4 | Working Days pattern                      |                                                                                                                                                                                              |
| L.3.5 | Death Relief Scheme                       |                                                                                                                                                                                              |

**L.4 Notes:**

- L.4.1** Save and except the benefits indicated in Clauses L.2 and L.3 above, the Workmen will not be eligible for any other direct/indirect payment, benefits or remuneration under any of the earlier Settlement/s and this Settlement.
- L.4.2** Excepting the quanta of payments of wages, other allowances, benefits and perquisites and quanta of Leave/Accumulation of Leave

as mentioned in Clauses L.2 and L.3 above all other terms and conditions regulating such payments/grants, as set out in the earlier Settlement and this Settlement, to the extent they remain unaltered, shall apply as are applicable to permanent Workmen covered under Part-I of this settlement, unless specifically stated to the contrary.

**M. VARIOUS OTHER PRACTICES (applicable to all workmen):****M.1 Attendance Recording System:**

As per the existing practice, Workmen are required to register their attendance each day by swiping their Identity Card in the TRT machine at the entrance of their respective Manufacturing Plants/Support Services locations on four occasions as under:

- At the commencement of the shift (Entry Swipe).
- At the commencement of the 30 (thirty) minutes rest interval for lunch, dinner, etc. (Rest interval OUT Swipe).
- At the end of the aforesaid 30 (thirty) minutes rest interval (Rest interval in Swipe).
- At the close of the working hours of the shift while leaving their respective locations (Exit Swipe).

In case of any violation of the rules for registering attendance the Workmen concerned shall not be eligible to receive the Punctual Attendance Incentive for that particular day. This is without prejudice to the Company's right to initiate disciplinary action against the erring Workmen.

**M.2 Contact Time/Touch Time:**

In the prevailing "NO NORM" culture in the organization, the Workmen shall continue to start production/work from the very beginning of the shift and also continue to work till the end of the shift i.e. the Workmen shall give productive work for the entire duration of their respective shift, thereby bringing about continuous increase in Production/Productivity in all areas over the existing levels.

**M.3 Continuous Improvements:**

To maintain superiority in the Industrial world, continuous improvement has to be the way of life for all of us. Therefore, in order

to harness unlimited scope that exists for improvement in every sphere, all employees while doing their work should adopt continuous improvement as the mission of their life.

It shall be duty and responsibility of the Union and Workmen jointly and severally not only to commit themselves but also to ensure and achieve continuous improvements in Discipline, Flexibility, Operational Efficiency, Production/Productivity, Quality and Rationalisation Measures in every possible manner in all areas over the existing levels.

The Workmen will endeavor to give minimum six Kaizen suggestions for improving the levels of productivity and quality in all operations carried out by the Workmen concerned including the implementation of all such suggestions. Further, the Workman under Part-I and Part-II will also endeavor to give minimum three suggestions linked to improvements in Jigs/Fixtures/Process/Equipment used throughout the year by the Workman concerned.

#### **M.4 Cycle Time:**

In accordance with scientific and technological changes and improvements, the workstation cycle time shall be scientifically and judiciously amended, reviewed, altered, modified. The Union and Workmen agree to render their wholehearted co-operation in effectively implementing it accordingly to achieve increased productivity and machine utilization by constant methods improvement, continuously striving and achieving, reduction in cycle time based on scientific study, use of improved and latest technology, processes, work simplification, up-to-date maintenance and upkeep of machines, tools and equipment.

#### **M.5 Identity Badge/Card:**

Workmen who have been supplied with identity badge/card shall wear/carry with them the same at all times while on Factory Premises and also whilst going to the Canteen etc. Any Workmen who fails to comply with the same shall be liable to be shut out or removed if he has already entered the said premises and shall also be liable to disciplinary action.

The fact that the identity badge/card issued by the Company is worn out or is

lost does not release the Workmen from the obligation to use the same. Workmen shall make good the lost identity badge/card by purchasing new one at their cost.

#### **M.6 Job Card/Work Sheet:**

The Workmen shall prepare and maintain daily Job Card/Work Sheet as per the requirements of the Company with respect to the jobs performed by the Workmen concerned.

#### **M.7 Mobility of Work Force:**

Both the parties realize that the competitive business scenario, changing demands, fluctuating market conditions and other related factors materially affect the manpower requirement of the Company with remarkable frequency. Considering the exigencies of work on one hand and to protect the employment of Workmen on the other hand, the Company will have the freedom for effective utilisation of human resources and optimising production/productively by transferring/redeploying/reallocating Workmen from one Department/location to another at any of the Company's Establishments throughout the territory of India without prejudice to their existing emoluments.

Flexibility would also mean transfer of operations from one plant/area to another.

Such a need for flexibility and mobility of operations/people could be on account of fluctuating products/products-mix requirements non-availability of Men, Machines and Materials, space constraints, breakdowns of plant/equipment, market/customer requirements, etc.

Furthermore, the Company will continue with the existing practice of training/re-training Workmen in different skills and deploy the Workmen in any other area/trade/operation where work would be available, in order to fully adopt flexible work methods. The Workmen should attend such training programmes for upgradation of their knowledge and skills and also imbibing the right attitude towards work.

After training, such Workmen shall give the expected production in the new trade as per the Company's requirements at the earliest but not later than four weeks.

The conditions in the Industry are fast changing owing to the advancement in technology, processes and the emergence of a competitive market and hence it is essential that higher quality products are constantly produced at a lower cost. Towards this end, both the parties agree for maximum utilization of available resources by constantly deploying Workmen irrespective of distinctions based on the trades/designations and classification without detriment to the interest of the Workmen, and without compromising productivity and quality on account of flexibility.

**M.8 Multi-Machines Operation:**

The Workmen shall continue to work simultaneously on a number of machines whenever and wherever asked to do so. The elements of work and the number of machines required to be simultaneously operated by any Workman will depend on the changing requirements of the jobs from time to time. Suitable training inputs will be provided.

**M.9 Multi-Skills:**

The Workmen shall continue to undergo training to acquire multi-skills to work on different machines/equipment and/or to carry out the work of different trades so as to ultimately acquire three or more specified skills.

**M.10 Production/Productivity:**

The Company will continue to eliminate, change or consolidate jobs/sections/departments and introduce new productivity methods and revise procedures and quality standards and also effect technological developments, improvement in work process, at its discretion which will lead to effective utilization of all resources including outsourcing of its components of the products of the Company with the intent to improve productivity and improve quality to make the Company profitable.

Workmen shall inspect the jobs/components produced by them to ensure that the quality standards laid down by the Company are maintained so as to ensure the output of defect free products at the first pass yield. In case any deviation is noticed, the Workmen concerned shall be responsible for the correction/s and shall ensure that the jobs/

/components are as per the quality standards. Such correction/s shall be made by the Workmen concerned over and above giving their respective normal production/productivity as required by the Management.

The present complement of permanent Workmen will take care enhanced targets to meet market demand by increasing their efficiency and productivity.

**M.11 Promotion**

It is in the interest of the workmen to upgrade their skills so as to enhance their career prospects and also it is in the interest of the Company to offer higher levels of responsibility to qualified Workmen. The selection of such Workmen will be at the sole discretion of the Company and the number of such positions will be decided on the basis of the Company's business needs and requirements. These Workmen will be designated as Cell Co-ordinators who will be responsible for the monitoring of the assembly lines of a family of products, These Cell Co-ordinators will be placed in the Skilled Category.

**M.12 Retirement on Attaining Age of Superannuation:**

**M.12.1** The age of retirement on superannuation for all Workmen shall be 58 (Fifty eight) years.

**M.12.2** The Workmen concerned shall be on the rolls of the Company upto the last day of the month in which the said Workmen are due for retirement and shall retire from the services of the Company immediately thereafter.

**M.13 Single Piece Flow System:**

To keep in step with the rapidly changing business scenario, the Company had introduced different production lines/work stations of single piece flow, The Union and Workmen agree to continue to give their wholehearted support and co-operation in effectively implementing such improved methods of working.

**M.14 Surplus Workforce:**

If the Company, owing to changed business scenario, is not in a position to give full time meaningful employment to Workmen in their current work portfolio, then such Workmen will be re-deployed in suitable alternative



work depending upon the Company's business needs and requirements after giving necessary training to such Workmen. The training period will be decided by the Company depending upon the alternative trade/work in which the Workmen concerned are trained. All such Workmen shall be required to attain minimum level of competency at the earliest but not later than four weeks in the designated alternative jobs in which they have been re-deployed.

If the Workmen fail to achieve the required level of competency within the stipulated time frame during the training period or after being re-deployed, then the Company in

#### **M.15 Safety, Health and Environment:**

It is in the interest of the Workmen themselves that they should observe all the safety regulations of the Company. The Union also agrees that it will suitably advise the Workmen and make them aware of the importance and need for observing safety regulations.

Workmen shall make full usage of Safety Appliances/Personal Protective Equipment and shall also follow while on duty all safety norms/instructions, rules and regulations to ensure their own and co-workman's safety, and also to ensure safety and security of the Company's property.

Workmen shall identify unsafe/unhealthy working conditions and resolve the same with the help of their Supervisors. They shall forthwith report near-miss cases of accidents and co-operate with their Supervisors to eliminate the root cause of such incidents. Workmen shall not engage in unsafe working practices such as not using prescribed personal protective equipment, not wearing safety shoes, using of non-specified tools, etc. Failure on part of Workmen to duly observe all the safety norms/instructions, rules and regulations will render the Workmen concerned liable to disciplinary action in accordance with the provisions of law.

Workmen who are issued Uniforms/Safety Shoes/Personal Protective Equipment shall wear them at all times at work. Workmen who fail to comply with the same shall become liable to be shut out or removed from the Company's premises on the said

day without payment of any wages and shall also be liable to disciplinary action.

The Company will issue free of cost a pair of safety shoes and two pairs of uniform each year to all shop floor Workmen. Old safety shoes and uniforms are to be returned to the Company before the issue of new ones.

The fact that the safety shoes and/or uniforms issued by the Company have worn out or are lost does not release the Workmen from the obligation to use the same. Workmen concerned shall forthwith replace the worn out or lost safety shoes and/or uniforms by purchasing new ones at their cost.

#### **M.16 Work Culture:**

Recognising the rights and responsibilities of the Company and appreciating that it must sustain and improve its competitive status and earning capacity through concerted efforts aimed at improving operational efficiency and productivity, the Union/Workmen agree to render complete, whole-hearted and unstinted co-operation and support in improving productivity in general and flexibility, labour productivity and labour discipline in particular.

Believing that any Wage Settlement is a process of "Give and Take", the Union/Workmen hereby undertake to discharge in letter and spirit their reciprocal obligations arising out of this Settlement which would not only promote the capacity of the Company to absorb the financial burden caused by the wage rise but also keep its competitive status in the industry at healthy levels. It is only in consideration thereof that the Company has taken the heavy additional financial burden by increasing emoluments and improving the service conditions of the Workmen as provided in this Settlement. It shall be the function and duty of the Company to ensure effective implementation of the assurance by the Union/Workmen to continuously increase the production/productivity by arranging for proper planning, constantly reducing the cycle time based on scientific study, imparting training to Workmen to acquire additional specified skills, flow of raw materials, variation in the methods/ processes of working and supervision on the shop floor/place of work. It is clearly



understood and agreed that any Workman not complying with the requirement under this Settlement will be liable to strict disciplinary action.

To achieve the aforesaid objectives, the Company shall, with mutual consultations with the Union, work out programmes in all spheres according to the existing or new practices and methods/processes.

The Company and the Union will make concerted efforts to effect stringent cost reduction measures by identifying and eliminating all wasteful/restrictive work practices like loitering, wasting time, stoppage of work before time, etc. It shall be the function of the Company to attend to these matters by active supervision.

Workmen shall be responsible for neat and clean housekeeping at and around their work places. The Workmen shall ensure before leaving the place of their work at the end of the shift that machines, tools and place of work are clean, neat and tidy. Job classification will not come in the way of implementing this.

Workmen shall be responsible to carry out routine operations and maintenance of the machines themselves without any external help from Mechanical/Electrical Department except in case of major break down. In such cases of major break down of machines the Workmen working on machines shall also assist the maintenance personnel. Necessary training in respect of maintenance of machines will be imparted. The Workmen shall also carry out House Keeping, "5S" system (Sort, Simplify, Scrub, Standardize and Self discipline), prepare and maintain daily job card/work sheet, etc. and adhere to other work practices without affecting the cycle time output. In order to maintain the highest order of discipline required to improve Safety, Productivity, Quality and Work Practices, the Company shall be empowered to initiate action for any act of indiscipline by any Workman in accordance with the Model Standing Orders. Any violation of discipline will not only be not supported by the Union and the Workmen but both the Union and the Workmen also agree to co-operate with the Company in improving and maintaining discipline.

Similarly the Company shall on its own decide any award(s)/reward(s) for the appreciation of any positive act by the

Workmen, which need not be in the nature of monetary benefits.

Discipline is a core value and fundamental to the Company's survival and growth. Any aspects of behaviour that militate against observance of healthy discipline shall not be compromised. Both the parties agree to maintain high standards of discipline in the organisation.

## **N. GENERAL:**

**N.1** Service conditions and/or any benefits which the Workmen are at present enjoying as a result of the earlier settlements resting with the Settlement dated March 05, 2004 shall continue to be enjoyed by the said Workmen and the same shall be deemed and treated as forming the part of this settlement unless the same have been specifically dealt with in this settlement to the extent modified or revised or withdrawn. Any demands of any nature whatsoever, which are not covered by and in the previous Settlements, which form part of this Settlement are agreed as settled as withdrawn and not pressed. This settlement, shall, therefore, be regarded as satisfying fully and finally all the demands of the Workmen and shall be binding on the parties thereto.

**N.2** The payments under Clauses D, E and F under this Settlement will be payable on pro rata basis depending upon the attendance of the Workmen concerned. For the purpose of pro rata calculation, the divisor will be 208 (8 hrs. x 26 days).

**N.3** Except Basic Wages and Personal Pay, all other Allowances, Incentives and benefits shall not be considered as Wages for computation of statutory benefits and any other direct/indirect payment, benefit or remuneration/contribution, save and except for the purpose of ESI contribution.

**N.4** In respect of the following cases, the existing Allowances, Incentives and benefits, wherever applicable, shall stand so modified that there is no additional/-extra burden on the Company on the undermentioned counts and the Company is not put to any additional monetary loss or double liability on the said counts:

- i) If there is any legislation in force and/or enacted/made applicable at any time in

future, by the Government, Municipality or any other Quasi Government Body treating the above referred Allowances, Incentives and benefits as Wages for the purposes of House Rent Allowance, Bonus, P.F., Gratuity, or any other direct//indirect payment, benefit or remuneration/contribution.

- ii) If there is any legislation in force and/or enacted/made applicable in future by the Government, Municipality or any other Quasi Government Body, making it mandatory to pay any Allowance/ /benefit in the nature of House Rent Allowance, Skill Allowance, Conveyance, Education, Medical, Washing, Lunch and Conveyance, Boarding/ /Lodging/Conveyance, Leave Travel Assistance or any other Allowance/ /benefit of similar or analogous nature, which is in excess of or in addition to the Allowances/benefits obtaining under this Settlement.

**N.5** In all such cases where the existing benefits stand either withdrawn or reduced, the Workmen concerned have been adequately compensated in lieu thereof in terms of the various Allowances under this Settlement. If, in future, there is any demand made by the Union/Workmen to either fully or partially restore the said withdrawn/ /reduced benefits, then in such an event, the Allowances, Incentives and benefits payable under this Settlement shall stand so modified that there is overall no additional/extra burden on the Company and the Company is not put to any additional monetary loss or double liability on this count.

**N.6** All monthly and annual payments to the Workmen viz. Wages Bonus, etc. shall be credited to their respective Bank Accounts through Electronic Clearance System (ECS) and advance payment for any reason whatsoever shall not be made by the Company.

**N.7** Certain benefits and/changes under the Settlement will be given effect from the date specifically mentioned against the said benefits/changes. Where no specific mention is made, the benefits/changes under this Settlement will take effect from the date of signing of this Settlement.

**N.8** In the event of any Workman or group of Workmen in any Department/location fails to give the established production/ /productivity, and/or fails to discharge his responsibilities and/or does not carry out the work entrusted to him, for reasons attributable to the Workman concerned, the Company will have discretion in respect of such, non-performing Workman to effect wage cuts whereby the Workman shall not be eligible for wages on the principle of "NO WORK NO PAY" in accordance with law.

Furthermore, in the event of Workmen resorting to wilful slowing down in performance of work, the Company will have the discretion in respect of such of non-performing Workmen to pay wages on pro rata basis for the work they have actually performed during such periods of go-slow on the principal of "NO WORK NO PAY", e.g. If the Workman has given production/productivity to the extent of only 30% of the days' normal output, the Company will have discretion in respect of such non-performing Workman to pay only 30% of his Gross Wages for that particular day.

The aforesaid wage cuts is effected on the principle of "NO WORK NO PAY" will be without prejudice to the right of the Company to take disciplinary action on account of failure on the part of the Workman concerned to perform the contractual obligation of employment.

**N.9** In the event of any Workman or group of Workmen do not comply with any terms and conditions mentioned in this Settlement or commit breach of the same, then the concerned Workman or group of Workmen as the case may be, shall render himself/ /themselves liable for disciplinary action and the Company shall also have the right to withdraw or forfeit the benefits paid under this Settlement either fully or partially as per its discretion.

**N.10** In the event of any of the provisions of this Settlement becoming legally invalid or unenforceable or superfluous by any Statute, Award or Agreement between the parties, such invalidity, unenforceability or such super session shall not affect the remaining provisions of this Settlement.

**N.11** The Union/Workmen, during the currency and subsistence of this Settlement, shall

not raise any fresh demands on any account (including Wage-Board Awards or Recommendations, etc.) or dispute which could put any direct or indirect financial commitment or additional liability of any nature whatsoever on the Company during the subsistence of this Settlement and until it is validly terminated.

This Settlement is arrived after taking into consideration the capacity of the Company to take the responsibility of the burden arising out of the wages and other benefits. The Company has thus fully stretched its capacity in the interest of the Workmen and there is no scope for granting any additional demands of the Union. The Union and the Workmen agree that this Settlement arrived at is just, proper and fair.

**N.12** It is expressly agreed between the parties that the Company, despite being faced with increasing domestic and global competition in a rapidly changing business scenario, has been more than generous in extending a liberal overall total package under this Settlement comprising of all Allowances and other direct/indirect payment benefit, or remuneration/contribution, whether statutory or otherwise, to the respective categories of Workmen. The said package including the ad hoc lumpsum amount shall neither be cited as a precedent by the Union/Workmen for future Settlements nor shall the Union/Workmen take for granted the said package including the ad hoc lumpsum amount as the base for demanding a higher package including the ad hoc lumpsum amount at the time of negotiations for future Settlements. The Company makes it abundantly clear that in case of any delay in the timely signing of future Settlements, the Company reserves its rights of not giving any ad hoc lumpsum amount whatsoever to the Workmen.

**N.13** Unless specifically stated to the contrary, the masculine will include the feminine and the singular will imply the plural and vice versa.

#### **O. PERIOD OF SETTLEMENT**

It is agreed between the parties that the provisions of this Settlement shall be in force and binding on the parties for a period of four years from 14th November, 2009 upto 13th November, 2013 and shall continue thereafter until and unless amended or

superseded by any other subsequent settlement as per the provision of the Industrial Disputes Act, 1947.

#### **THIS SETTLEMENT SIGNED AT GOA BY THE REPRESENTATIVES OF BOTH THE PARTIES ON SATURDAY, THE FOURTEENTH DAY OF NOVEMBER, TWO THOUSAND AND NINE.**

| REPRESENTING<br>WORKMEN      | REPRESENTING<br>EMPLOYER |
|------------------------------|--------------------------|
| Sd/-                         | Sd/-                     |
| 1. Mr. Ashok Kavlekar.       | Mr. James Kurian.        |
| Sd/-                         | Sd/-                     |
| 2. Mr. Nilesh Shirodkar.     | Mr. Gajendra Y. Parab.   |
| Sd/-                         |                          |
| 3. Mrs. Sunanda Sawant.      |                          |
| Sd/-                         |                          |
| 4. Mrs. Shreya Shet.         |                          |
| Sd/-                         |                          |
| 5. Ms. Reshma Naik.          |                          |
| Sd/-                         |                          |
| 6. Ms. Sarita Naik.          |                          |
| Sd/-                         |                          |
| 7. Mrs. Mahananda Halarnkar. |                          |
| Witness                      | Witness                  |
| Sd/-                         |                          |
| 1. Shaikh Iqbal              | -----                    |
| Sd/-                         |                          |
| 2. Joaquim Dourado           | -----                    |

#### **Department of Panchayati Raj and Community Development**

Directorate of Panchayats

#### **Notification**

No. 19/12/DP/ELEC/RES/PUBL/09/1112

In pursuance of sub-section (1) of Section 46 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) it is hereby notified for the information of the public that the member mentioned in the column No. 3 of the schedule hereinbelow has been elected as Sarpanch/Dy. Sarpanch to the Panchayat mentioned in the corresponding entry No. 2 of the said Schedule in the meeting held as mentioned in column No. 4 of the schedule.

| SCHEDULE |                                            |                                                                                                             |                  |
|----------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------|
| Sr. No.  | Name of the Village Panchayat              | Name and address of Sarpanch/<br>/Dy. Sarpanch                                                              | Date of election |
| 1        | 2                                          | 3                                                                                                           | 4                |
| 1.       | V. P Colva, Salcete-Goa                    | <b>Sarpanch:</b><br>Angela Caetano Borges,<br>H. No. 261, 3rd ward,<br>Colva, Salcete-Goa                   | 07-12-2009.      |
| 2.       | V. P Nagargao, Satari-Goa                  | <b>Sarpanch:</b><br>Smt. Pallavi P. Marathe,<br>Nanoda, Bambar,<br>Satari-Goa                               | 18-12-2009.      |
| 3.       | V. P Corgao, Pernem-Goa                    | <b>Sarpanch:</b><br>Smt. Shama Shambhu<br>Shetye, Pethechawada,<br>Corgao, Pernem-Goa                       | 23-12-2009.      |
| 4.       | V. P Dramapur-Sirlim, Salcete-Goa          | <b>Dy. Sarpanch:</b><br>Smt. Lifa Frank<br>Rodrigues, H. No. 317,<br>Zancolta, Dramapur,<br>Salcete-Goa     | 23-12-2009.      |
| 5.       | V. P Betki-Candola, Ponda-Goa              | <b>Sarpanch:</b><br>Shri Dinesh S. Gaude,<br>Bagwada, Candola,<br>Ponda-Goa                                 | 28-12-2009.      |
| 6.       | V. P Marcaim, Ponda-Goa                    | <b>Dy. Sarpanch:</b><br>Mangala K. Gaunekar,<br>Dutale, Marcaim,<br>Ponda-Goa                               | 04-01-2010.      |
| 7.       | V. P Casnem-Amberem-Poroscodem, Pernem-Goa | <b>Sarpanch:</b><br>Shri Rocky M. Fernandes,<br>R/o Naibag,<br>Pernem-Goa                                   | 04-01-2010.      |
| 8.       | V. P Usgao-Ganjem, Ponda-Goa               | <b>Dy. Sarpanch:</b><br>Shri Manohar V. Gaude,<br>H. No. 1126, Tisk-Usgao,<br>Ponda-Goa                     | 05-01-2010.      |
| 9.       | V. P Panchawadi, Ponda-Goa                 | <b>Dy. Sarpanch:</b><br>Shri John J. Braganza,<br>Mapa, Panchawadi,<br>Ponda-Goa                            | 15-01-2010.      |
| 10.      | V. P Carambolim, Tiswadi-Goa               | <b>Sarpanch:</b><br>Shri Bhalchandra S.<br>Usgaonkar, H. No. 658,<br>Saklebhett, Carambolim,<br>Tiswadi-Goa | 18-01-2010.      |
| 11.      | V. P Bandora, Ponda-Goa                    | <b>Sarpanch:</b><br>Shri Damodar Narayan<br>Naik, Mahalaxmi,<br>Bandora, Ponda-Goa                          | 20-01-2010.      |
| 12.      | V. P Sangolda, Bardez-Goa                  | <b>Sarpanch:</b><br>Smt. Nameshwari N.<br>Kandolkar, Auchitwado,<br>Sangolda, Bardez-Goa                    | 20-01-2010.      |

| 1   | 2                         | 3                                                                                                                                                                                                         | 4                              |
|-----|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 13. | V. P Assonora, Bardez-Goa | <b>Sarpanch:</b><br>Shri Pradip B. Pednekar,<br>H. No. 175, Bandirwado,<br>Assonora, Bardez-Goa<br><br><b>Dy. Sarpanch:</b><br>Smt. Ancila A. Trindade,<br>H. No. 454, Bamanwado,<br>Assonora, Bardez-Goa | 21-01-2010.<br><br>21-01-2010. |

*Menino D'Souza*, Director of Panchayats.

Panaji, 18th February, 2010.

### Department of Personnel

#### Order

No. 7/7/2007-PER

Shri Gonesh Koyu, IAS (AGMU:91), Secretary (Elections) shall function as Secretary (Women & Child Development) during the training period of Shri V. P. Rao, IAS (AGMU:96), Secretary (Women & Child Development) in addition to his own duties with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

*N. P. Singnapurker*, Under Secretary (Personnel-II).

Porvorim, 8th February, 2010.

#### Order

No. 15/6/2003-PER(Part)

The ad hoc appointment of the following officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies is hereby extended for further period indicated against their names or till they are appointed on regular basis, whichever is earlier:

| Sr. No. | Name of the Officer                      | Ad hoc appointment extended |             |
|---------|------------------------------------------|-----------------------------|-------------|
|         |                                          | From                        | To          |
| 1.      | Shri Rajesh S. Ajgaonkar                 | 08-10-2009                  | 31-03-2010. |
| 2.      | Smt. Veera Nayak alias Kum. Seema Salkar | 08-10-2009                  | 31-03-2010. |
| 3.      | Shri Satish R. Prabhu                    | 08-10-2009                  | 31-03-2010. |
| 4.      | Shri Madhu Narvekar                      | 08-10-2009                  | 31-03-2010. |

This issues with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/42(1)/05-09/Vol.III/114 dated 29-01-2010.

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (Personnel-I).

Porvorim, 10th February, 2010.

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**Order**

No. 13/20/2006-PER(C)

Read: (1) Order No. 13/20/2006-PER (C) dated 11-07-2006.

(2) Order No. 13/20/2006-PER (C) dated 05-09-2007.

(3) Order No. 13/20/2006-PER (C) dated 08-10-2008.

(4) Order No. 13/20/2006-PER (C) dated 16-10-2009.

In supersession of order referred to at Sr. No. 4 above, ex-post-facto sanction of the Government is hereby accorded for extension of the period of contract appointment of Shri U. D. Kamat, as Director NRI Affairs and Managing Director Overseas Recruitment Agency, in the office of State Commissioner for Non-Resident Indian Affairs, Secretariat, Porvorim for further period upto 31st December, 2009. His salary dues shall be settled from the same Budget Head from which he was drawing his salary.

Shri Kamat stands relieved w.e.f. 31st December, 2009 (a.n.).

By order and in the name of the Governor of Goa.

*N. P. Singnapurker*, Under Secretary (Personnel-II).

Porvorim, 10th February, 2010.

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**Order**

No. 6/2/2002-PER(Part II)

Shri Ajit N. Panchawadkar, Deputy Registrar, Goa College of Engineering, Farmagudi, shall hold charge of the post of Deputy Director of Panchayats, North, Panaji, in addition to his own duties, thereby relieving Shri R. D. Mirajkar, Deputy Collector &

SDO, Pernem, of the additional charge, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

*N. P. Singnapurker*, Under Secretary (Personnel-II).

Porvorim, 12th February, 2010.

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**Department of Planning, Statistics and Evaluation**  
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**Addendum**

No. 4/12/92-PLG/DPSE/2497

Ref.: Order No. 4/12/92-PLG/DPSE/1840 dated 24-11-2009.

In the abovementioned order the 3rd column under "Place of Posting" at Sr. No. 3 following words may be added:-

"in place of Smt. Mira G. P. Chimulkar, Statistical Officer, retired Voluntarily".

By order and in the name of the Governor of Goa.

*Anand Sherkhane*, Director & ex officio Joint Secretary. (Planning).

Panaji, 18th February, 2010.

◆◆◆  
**Department of Public Health**  
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**Certificate**

No. 44/38/2009-I/PHD

Read: 1) Memorandum No. 7/6/90-I/PHD dated 06-10-2009.

2) Government Order No. 7/6/90-I/PHD dated 27-10-2009.

Certified that the character and antecedents of Dr. Dipti Srivastava, Junior Ophthalmic Surgeon under Directorate of Health Services has been verified by the District Magistrate, North Goa and nothing adverse has come to the notice of the Government. She has also been declared as medically fit by the Medical Board, Goa Medical College.

*Paula Fernandes*, Under Secretary (Health-II).

Porvorim, 12th February, 2010.



## Department of Revenue

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Order

No. 22/3/2009-RD

Whereas, the Government of Goa, vide Notification No. 22/3/2009-RD dated 11-02-2009, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 47 dated 19-02-2009, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for parking area to Cuncolim Market Community Hall in Survey Nos. 666/5, 666/6 & 666/8 at Cuncolim Bazaar, admeasuring a total area of 3300 sq. mts. in Village Cuncolim of Salcete Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/3/2009-RD dated 06-10-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 29 dated 15-10-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary (Rev-I&II).

Porvorim, 15th February, 2010.

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Notification

No. 23/32/2008-RD

Whereas by Government Notification No. 23/32/2008-RD dated 24-09-2008 published on Series II No. 29 of the Official Gazette dated 16-10-2008 and in two newspapers (1) "Navprabha" dated 28-09-2008 and (2) "Herald" dated 28-09-2008 it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894)

(hereinafter referred to as "the said Land"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for public purpose, viz. L. A. for const. of B-8 distributory from ch. 0.00 km. to ch. 4.00 km. of R.B.M.C. of T.I.P. at Village Dhargal and Pernem of Pernem Taluka (Addl. area).

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, (North), G.T.I.D.C., Karaswada, Colvale Road, Bardez-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, (North), G.T.I.D.C., Karaswada, Colvale Road, Bardez-Goa till the award is made under Section 11.

## SCHEDULE

(Description of the said land)

Taluka: Pernem

Village: Dhargalim

| Survey No./<br>Sub-Divn. No/ | Names of the persons<br>believed to be | Approx. area<br>in sq. mts. |
|------------------------------|----------------------------------------|-----------------------------|
| 1                            | 2                                      | 3                           |
| 330/1                        | O: Sadashiv Tato Parab.                | 97.00                       |
| 330/2                        | O: Arjun Krishna Parab.                | 205.00                      |
| 330/3                        | O: Budhaji Yenque Parab.               | 105.00                      |
| 330/4                        | O: Mukund Vishnu Parab.                | 105.00                      |
| 330/5                        | O: Vaman Dhondur Parab.                | 100.00                      |
| 330/6                        | O: Somnath Appa Parab.                 | 200.00                      |
| 330/7                        | O: Datu Range Parab.                   | 130.00                      |
| 330/8                        | O: Krishna Dhondur Parab.              | 115.00                      |
| 330/9                        | O: Somnath Appa Parab.                 | 105.00                      |

| 1      | 2                               | 3      | 1      | 2                                | 3      |
|--------|---------------------------------|--------|--------|----------------------------------|--------|
| 330/10 | O: Arjun Krishna Parab.         | 55.00  | 329/26 | O: Sadashiv Tuke Parab.          | 25.00  |
| 330/11 | O: Khema Vishram Parab.         | 55.00  | 329/27 | O: Arjun Krishna Parab.          | 12.00  |
| 330/12 | O: Mukund Vishnu Parab.         | 55.00  | 329/28 | O: Datu Range Parab.             | 5.00   |
| 330/13 | O: Vaman Dhondou Parab.         | 75.00  | 329/39 | O: Shiva Govind Parab.           | 5.00   |
|        | O: Rajaram Dhondou Parab.       |        |        | O: Budhaji Yenque Parab.         |        |
|        | O: Govind Dhondou Parab.        |        | 329/40 | O: Vaman Dhondou Parab.          | 40.00  |
|        | O: Krishna Dhondou Parab.       |        |        | O: Gopal Ramchandra Prabhudesai. |        |
| 330/14 | O: Budhaji Yenque Parab.        | 75.00  |        | O: Krishna Dhonu Parab.          |        |
| 330/15 | O: Datu Range Parab.            | 30.00  |        | O: Rajaram Dhondou Parab.        |        |
| 330/16 | O: Vaman Dhondou Parab.         | 25.00  |        | O: Govind Dhondou Parab.         |        |
|        | O: Rajaram Dhondou Parab.       |        | 329/41 | O: Mukund Vishnu Parab.          | 32.00  |
|        | O: Govind Dhondou Parab.        |        | 329/42 | O: Somnath Appa Parab.           | 22.00  |
|        | O: Krishna Dhondou Parab.       |        | 329/43 | O: Arjun Krishna Parab.          | 35.00  |
| 330/17 | O: Arjun Krishna Parab.         | 70.00  | 329/44 | O: Khema Vishram Parab.          | 32.00  |
| 330/18 | O: Sadashiv Tato Parab.         | 40.00  | 329/45 | O: Sadashiv Tato Parab.          | 50.00  |
| 329/1  | O: Vaman Dhondou Parab.         | 80.00  | 329/46 | O: Arjun Krishna Parab.          | 65.00  |
|        | O: Gopal Ramchandra Desai.      |        | 329/47 | O: Datu Range Parab.             | 72.00  |
|        | T: Vaman Dhondou Parab.         |        | 329/48 | O: Shiva Govind Parab.           | 85.00  |
| 329/2  | O: Mukund Vishnu Parab.         | 135.00 |        | O: Budhaji Yenque Parab.         |        |
| 329/3  | O: Budhaji Yenque Parab.        | 155.00 | 329/49 | O: Vaman Dhondou Parab.          | 45.00  |
| 329/4  | O: Arjun Krishna Parab.         | 86.00  |        | O: Gopal Ramchandra Prabhudesai. |        |
| 329/5  | O: Sadashiv Tuke Parab.         | 120.00 |        | O: Krishna Dhonu Parab.          |        |
| 329/10 | O: Vaman Dhondou Parab.         | 6.00   |        | O: Rajaram Dhondou Parab.        |        |
|        | O: Gopal Ramchandra Desai.      |        |        | O: Govind Dhondou Parab.         |        |
|        | O: Krishna Dhondou Parab.       |        | 329/50 | O: Mukund Vishnu Parab.          | 45.00  |
|        | O: Rajaram Dhondou Parab.       |        | 329/51 | O: Somnath Appa Parab.           | 60.00  |
| 329/11 | O: Mukund Vishnu Parab.         | 10.00  | 329/52 | O: Arjun Krishna Parab.          | 45.00  |
| 329/12 | O: Shiva Govind Parab.          | 30.00  | 329/53 | O: Khema Vishram Parab.          | 45.00  |
|        | O: Budhaji Yenque Parab.        |        | 329/54 | O: Arjun Krishna Parab.          | 55.00  |
| 329/13 | O: Datu Range Parab.            | 65.00  | 329/55 | O: Khema Vishram Parab.          | 55.00  |
| 329/14 | O: Sadashiv Tuke Parab.         | 50.00  | 329/56 | O: Arjun Krishna Parab.          | 30.00  |
|        | O: Arjun Krishna Parab.         |        |        | O: Somnath Appa Parab.           |        |
| 329/15 | O: Pandurang Hire Parab.        | 55.00  | 329/57 | O: Vaman Dhondou Parab.          | 38.00  |
| 329/16 | O: Damu Yesso Naik.             | 340.00 |        | O: Mukund Vishram Parab.         |        |
|        | O: Madhusudan Krishnaji Shenvi. |        |        | O: Krishna Dhonu Parab.          |        |
|        | T: Damu Yesso Naik.             |        |        | O: Rajaram Dhondou Parab.        |        |
| 329/17 | O: Khema Vishram Parab.         | 55.00  |        | O: Govind Dhondou Parab.         |        |
| 329/18 | O: Arjun Krishna Parab.         | 100.00 | 329/58 | O: Shiva Govind Parab.           | 130.00 |
|        | O: Somnath Appa Parab.          |        |        | O: Budhaji Yenque Parab.         |        |
| 329/19 | O: Vaman Dhondou Parab.         | 85.00  | 329/59 | O: Datu Range Parab.             | 300.00 |
|        | O: Mukund Vishnu Parab.         |        | 329/60 | O: Krishna Dhondou Parab.        | 310.00 |
| 329/20 | O: Krishna Dhondou Parab.       | 47.00  | 329/61 | O: Arjun Krishna Parab.          | 170.00 |
|        | O: Arjun Krishna Parab.         |        | 329/62 | O: Sadashiv Tato Parab.          | 170.00 |
| 329/21 | O: Shiva Govind Parab.          | 70.00  | 303/7  | O: Dataram Shivram Desai.        | 100.00 |
|        | O: Budhaji Yenque Parab.        |        |        | O: Ghanshayam Vital Desai.       |        |
| 329/22 | O: Datu Range Parab.            | 60.00  |        | O: Shripad Atmaram Senvi.        |        |
| 329/23 | O: Vaman Dhondou Parab.         | 120.00 |        | T: Harishchandra Gopal Naroji.   |        |
| 329/24 | O: Damu Yesso Naik.             | 135.00 |        | T: Govind Shiram Naroji.         |        |
|        | O: Madhusudan Krishnaji Shenvi. |        | 303/8  | O: Shripad Atmaram Senvi Desai.  | 75.00  |
|        | T: Damu Yesso Naik.             |        |        | T: Raghunath Narayan Kanulkar.   |        |
| 329/25 | O: Pandu Hire Parab.            | 18.00  |        |                                  |        |

| 1              | 2                                     | 3       | 1     | 2                                      | 3       |
|----------------|---------------------------------------|---------|-------|----------------------------------------|---------|
|                | T: Bhiva Mukund Kanulkar.             |         | 156/0 | O: Raghuraj Vasudev                    | 2500.00 |
|                | T: Atmaram Mukund Kanulkar.           |         |       | Deshprabhu.                            |         |
| 303/9          | O: Madhusudan Nilkant Prabhudesai.    | 180.00  |       | T: Surendra Anant Naik Desai.          |         |
|                | T: Bhikaji Vitu Palyekar.             |         | 163/0 | O: Gajanan Purushottam Shenavi Desai.  | 1912.00 |
| 303/10         | O: Rajendra Vasudev Deshprabhu.       | 170.00  |       | O: Sitabi Ganesh Prabhu.               |         |
|                | O: Raghuraj Vasudev Deshprabhu.       |         |       | O: Surendranath Shripad Shenavi Desai. |         |
|                | O: Madhusudan Krishnaji Senvi Desai.  |         |       | O: Uttam Raghunath Naik Desai.         |         |
|                | T: Harischandra Bhikaji Rawool.       |         |       | O: Rajendra Vasudev Deshprabhu.        |         |
|                | T: Narayan Rama Rawool.               |         |       | O: Dattaram Sadashiv Naik Desai.       |         |
| 345/0          | O: Madhusudan Nilkant Prabhudesai.    | 720.00  |       | O: Sarla Vinayak Prabhu.               |         |
|                | O: Rjendra Vasudev Deshprabhu.        |         |       | O: Gajanan Kashiba Naik Desai.         |         |
|                | O: Govind Sivram Prabhudesai.         |         |       | O: Shrikant Gajanan Naik Desai.        |         |
|                | O: Atmaram Shivram Prabhudesai.       |         | 164/1 | O: Gajanan Purushottam Shenavi Desai.  |         |
|                | O: Executive Engineer, WD VII, GTIDC. |         |       | O: Sitabi Ganesh Prabhu.               |         |
|                | T: Chandrakant Ladu Kanulkar.         |         |       | O: Surendranath Shripad Shenavi Desai. |         |
|                | T: Bhalchandra Ganesh Kanulkar.       |         |       | O: Rajendra Vasudev Deshprabhu.        |         |
|                | T: Babu Ganesh Kanulkar.              |         |       | O: Dattaram Sadashiv Naik Desai.       |         |
|                | T: Arjun Ganesh Kanulkar.             |         |       | O: Sarlabai Vinayak Prabhu Desai.      |         |
| 305/0          | O: Vaman Dhondu Parab.                | 5295.00 |       | O: Gajanan Kashiba Naik Desai.         |         |
|                | O: Krishna Dhondu Parab.              |         |       | O: Gajanan Sabaji Naik Desai.          |         |
|                | O: Rajaram Dhondu Parab.              |         |       | T: Yeshwant Tukaram Rawool.            |         |
|                | O: Govind Dhondu Parab.               |         |       | T: Bablo Babu Deulkar.                 |         |
|                | O: Datu Range Parab.                  |         |       | T: Kashiram Ramchandra Shetkar.        |         |
|                | O: Durgabai Vidhnu Parab.             |         |       | T: Bala Rghu Gavde.                    |         |
|                | O: Govind Shiva Parab.                |         |       | T: Ladu Sadu Arondekar.                |         |
|                | O: Ramchandra Yenku Parab.            |         |       | T: Namdev Sadu Arondekar.              |         |
|                | O: Sadasiv Tato Parab.                |         |       | T: Ganesh Raghu Rao.                   |         |
|                | O: Jayram Balkrishna Prabhudesai.     |         |       | T: Mahadev Vithu Arondekar.            |         |
|                | O: Mukund Vishnu Parab.               |         |       | T: Shivram Pundelic Kinlekar.          |         |
|                | O: Vasu Baji Parab.                   |         |       | T: Dehu Rama Rawool.                   |         |
|                | T: Jayram Balkrishna Prabhudesai.     |         |       | T: Pandurang Ramchandra Aroskar.       |         |
|                | T: Arjun Krishna Parab.               |         |       | T: Krishna Vasudev Gavde.              |         |
|                | Total: 11982.00                       |         |       | T: Shankar Bapu Arondekar.             |         |
| Taluka: Pernem | Village: Pernem                       |         |       | T: Shankar Babu Deulkar.               |         |
| 157/0          | O: Raghuraj Vasudev Deshprabhu.       | 5440.00 |       | T: Pandurang Vaman Rawool.             |         |
|                | T: Surendra Anant Naik Desai.         |         |       | T: Bhiva Shiva Matonkar.               |         |
|                |                                       |         |       | T: Vasudev Anant Morajkar.             |         |
|                |                                       |         |       | T: Babaji Mahadev Gavde.               |         |

| 1 | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3 | 1 | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3 |  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
|   | T: Narayan Mahadev Gavde.<br>T: Mukund Sitaram Navelkar.<br>T: Laximan Bhikaji Deulkar.<br>T: Bhikaji Vishnu Deulkar<br>T: Vishnu Bala Rawool.<br>T: Vishnu Sitaram Navelkar<br>T: Dhaku Laximan Naik.<br>T: Babu Sakhu Kharvat<br>T: Shivram Vasu Rawool.<br>T: Appa Vasu Rawool.<br>T: Gajanan Vasu Rawool.<br>Zilu Sajo Rawool.<br>T: Yeshwant Tukarm Rawoot<br>T: Shamba Dhondu Rao.<br>T: Narayan Vishnu Morajkar.<br>T: Bhikaji Kashiba Sawant.<br>T: Vithal Laximan Naik.<br>T: Balkrishna Ramchandra<br>Shetkar.<br>T: Sonu Rama Rawoot.<br>T: Vasant Raghu Gavde.<br>T: Arjun Vishnu Morajkar.<br>T: Uttam Raghu Gavde.<br>164/1 T: Dattaram Shiva Matonkar. 4680.00<br>T: Sitaram Krishna Sawant.<br>T: Ramchandra Mahadev<br>Gavde.<br>T: Appa Mahadev Gavde.<br>T: Sahedev Vaso Thakur.<br>T: Balkrishna Sitaram<br>Navelkar.<br>T: Vithu Saku Kharvat.<br>T: Chandrakant Raghu Gavde.<br>164/2 O: Rajendra Vasudev 481.00<br>Prabudesai.<br>O: Gajanan Purushottam<br>Shenvi Desai.<br>O: Dattaram Sadashiv Naik<br>Desai.<br>O: Sitabai Ganesh Prabhu.<br>O: Sarlabai Vinayak Prabhu.<br>T: Ladu Sadu Naik Arondekar.<br>T: Namdev Sadu Naik<br>Arondekar.<br>164/3 O: Surendranath Shripad 536.00<br>Shenvi Desai.<br>O: Gajanan Krishna Malpekar.<br>O: Gajanan Kashiba Naik<br>Desai.<br>O: Uttam Raghunath Naik<br>Desai.<br>T: Surendre Anant Naik<br>Desai.<br>164/4 O: Rajendra Vasudev 430.00<br>Prabudesai. |   |   | O: Gajanan Purushottam<br>Shenvi Desai.<br>O: Dattaram Sadashiv Naik<br>Desai.<br>O: Sitabai Ganesh Prabhu.<br>O: Sarla Vinayak Prabhu.<br>O: Uttam Raghunath Naik<br>Desai.<br>Surendra Anant Naik<br>Desai.<br>166/2 O: Gajanan Purushottam 3330.00<br>Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Surendranath Shripad<br>Shenavi Desai.<br>O: Rajendra Vasudev<br>Deshprabhu.<br>O: Dattaram Sadashiv Naik<br>Desai.<br>O: Sarla Vinayak Prabhu.<br>O: Gajanan Kashiba<br>Naik Desai.<br>O: Gajanan Sabaji Naik.<br>T: Kashiram Ramchandra<br>Shetkar.<br>T: Bala Raghu Gavde.<br>T: Ladu Sadu Arondekar.<br>T: Ganu Raghu Rawool.<br>T: Mahadev Vithu Arondekar.<br>T: Shivram Pundlik Kinlekar.<br>T: Deu Rama Rawool.<br>T: Bhikaji Krishna Sawant.<br>T: Yeshwant Tukaram Rawool.<br>T: Pandurang Ramchandra<br>Arondekar.<br>T: Krishna Vasudev<br>Deshprabhu.<br>T: Bapu Shakar Arondekar.<br>T: Babu Tato Rawool.<br>T: Pandurang Vaman Rawool.<br>T: Bhiva Shiva Matonkar.<br>T: Vasudev Anant Morajkar.<br>T: Babi Sahedev Gavde.<br>T: Narayan Mahadev Gavde.<br>T: Laximan Bhikaji Deulkar.<br>T: Vishnu Bala Rawool.<br>T: Vishnu Sitaram Navelkar<br>T: Dhaku Laximan Naik.<br>T: Bhagirathi Raghu Sawant.<br>T: Babu Sako Kharvat.<br>T: Appa Vasu Rawool.<br>T: Mukund Sitaram Navelkar.<br>T: Jagnath Vasu Rawool.<br>T: Zilu Sajo Rawool. |   |  |

| 1     | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3        | 1     | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 3     |  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--|
|       | T: Shamba Dhondu Rawool.<br>T: Narayan Vishnu Morajkar.<br>T: Bhikaji Kashiba Sawant.<br>T: Vithal Laximan Naik.<br>T: Balkrishna Ramchandra Shetkar.<br>T: Vasant Raghu Gavde.<br>T: Arjun Vishnu Morajkar.<br>T: Uttam Raghu Rawool.<br>T: Sitaram Krishna Sawant.<br>T: Ramchandra Mahadev Gavde.<br>T: Appa Mahadev Gavde.<br>T: Sahedev Yeso Thakur.<br>T: Vithu Sakhu Morajkar.<br>T: Shanu Rama Rawool.<br>T: Ganesh Rama Rawool.<br>T: Chandrakant Raghu Gavde.<br>T: Gangaram Krishna Sawant.<br>T: Shankar Babu Deulkar.<br>T: Bablo Babu Deulkar.<br>T: Bhikaro Vishnu Deulkar. |          |       | T: Ladu Sadu Arondekar.<br>T: Bhikaji Krishna Sawant.<br>T: Ganu Raghu Gavde.<br>T: Mahadev Vithu Arondekar.<br>T: Shivram Pubdlik Kinlekar.<br>T: Ganu Raghu Rawool.<br>T: Pandurang Ramchandra Aroskar.<br>T: Krishna Vasu Gavde.<br>T: Bapu Shankar Arondekar.<br>T: Pandurang Vaman Rawool.<br>T: Bhiva Shiva Matonkar.<br>T: Vasudev Anant Morajkar.<br>T: Babaji Mahadev Gavde.<br>T: Narayan Mahadev Gavde.<br>T: Laximan Bhikaji Deulkar.<br>T: Bhikaji Vishnu Deulkar.<br>T: Vishnu Bala Rawool.<br>T: Dhaku Laximan Naik.<br>T: Bhagirathi Raghu Sawant.<br>T: Babu Sakhu Kharvat.<br>T: Shivram Vasu Rawool.<br>T: Zilu Suraji Rawool.<br>T: Yeshwant Tukaram Rawool.<br>T: Shamba Dhondu Rawool.<br>T: Balkrishna Raghoba Morajkar.<br>T: Babu Tato Rawool.<br>T: Narayan Vishnu Morajkar.<br>T: Bhikaji Kashiba Sawant.<br>T: Vithal Laximan Naik.<br>T: Balkrishna Ramchandra Shetkar.<br>T: Arjun(Vasant) Vishnu Morajkar.<br>T: Uttam Raghu Rawool.<br>T: Sitaram Krishna Sawant.<br>T: Appa Mahadev Gavde.<br>T: Sahedev Yeso Thakur.<br>T: Vithu Sekhu Kharvat.<br>T: Chandrakant Raghu Gavde.<br>T: Shanu Rama Rawool.<br>T: Mukund Sitaram Navelkar.<br>T: Shankar Babu Deulkar.<br>T: Deu Rama Rawool.<br>T: Vasant Raghu Gavde. |       |  |
| 165/1 | O: Gajanan Purushottam Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Surendranath Shripad Shenavi Desai.<br>O: Rajendra Vasudev Deshprabhu.<br>O: Dattaram Sadashiv Naik Desai.<br>O: Sarla Vinayak Prabhu.<br>O: Gajanan Kashiba Naik Desai.<br>O: Gajanan Sabaji Naik Desai.                                                                                                                                                                                                                                                                                                          | 14065.00 |       | O: Gajanan Purushottam Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Surendranath Shripad Shenavi Desai.<br>O: Rajendra Vasudev Deshprabhu.<br>O: Dattaram Sadashiv Naik Desai.<br>O: Sarla Vinayak Prabhu Desai.<br>O: Gajanan Kashiba Naik.<br>O: Gajanan Sabaji Naik Desai.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |  |
| 165/2 | O: Gajanan Purushottam Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Surendranath Shripad Shenavi Desai.<br>O: Rajendra Vasudev Deshprabhu.<br>O: Dattaram Sadashiv Naik Desai.<br>O: Sarla Vinayak Prabhu Desai.<br>O: Gajanan Kashiba Naik.<br>O: Gajanan Sabaji Naik Desai.                                                                                                                                                                                                                                                                                                          | 274      |       | O: Gajanan Purushottam Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Rajendra Vasudev Deshprabhu.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |  |
|       | T: Gangaram Krishna Sawant.<br>T: Bablo Babu Deulkar.<br>T: Kashiram Ramchandra Shetkar.<br>T: Bala Raghu Gavde.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | 162/2 | O: Gajanan Purushottam Shenavi Desai.<br>O: Sitabi Ganesh Prabhu.<br>O: Rajendra Vasudev Deshprabhu.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 15.00 |  |



| 1                                                                                        | 2                                                                                                                                                                                                                                                                                                                                                                                                          | 3       | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2                                        | 3 |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---|
|                                                                                          | O: Dattaram Sadashiv Naik Desai.<br>O: Sarla Vinayak Prabhu.<br>T: Bapu Shankar Naik Arondekar.                                                                                                                                                                                                                                                                                                            |         | West : S. No. 305/0, 303/6, 345/0, 330/1<br>to 18, 329/1 to 05, 329/10 to 28,<br>39 to 62, 166/2, 165/1, 2, 138/121,<br>77, 138/89.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          |   |
| 162/3                                                                                    | O: Surendranath Shripad Shenavi Desai.<br>O: Uttam Raghunath Naik Desai.<br>O: Rajendra Vasudev Deshp Prabhu.<br>O: Gajanan Kashiba Naik Desai.<br>O: Shrikant Gajanan Naik Desai.                                                                                                                                                                                                                         | 7.00    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Total: 39386.00<br>Grand Total: 51368.00 |   |
| 138/121                                                                                  | O: Sitaram Ghanshayam Senvi Desai.<br>O: Raghunath Narayan Deshp Prabhu.<br>O: Gunaji Balkrishna Sawal Desai.<br>O: Krishnaji Parshuram Deshp Prabhu.<br>O: Rajaram Shiram Deshp Prabhu.<br>O: Nagesh Vishnu Desprabu.<br>O: Balkrishna Ladkoba Deshp Prabhu.<br>O: Shivram Anant Senvi Desai.<br>O: Raghuraj Vasudev Deshp Prabhu.<br>T: Gunaji Balkrishna Sawal Desai.<br>T: Raghu Pundalik Sawal Desai. | 5702.00 | <b>Notification</b><br>No. 23/49/2008-RD<br><br>Whereas by Government Notification No. 23/49/2008-RD dated 17-11-2008 published on pages 901 & 902 of Series II No. 35 of the Official Gazette dated 27-11-2008 and in two local newspapers (1) "Pudhari" dated 07-01-2009 and (2) "Herald" dated 07-01-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of 300 m <sup>3</sup> GLR at Menkurem in Bicholim Taluka in Bicholim Constituency.<br><br>And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").<br><br>Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.<br><br>2. The Government also appoints under clause (c) of Section 3 of the said Act, the Dy. Collector & S.D.O., Bicholim-Goa to perform the functions of a Collector, North Goa District, Panaji-Goa, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land. |                                          |   |
| 138/77                                                                                   | O: Balkrishna Ladkoba Deshp Prabhu.<br>O: Vithoba Shiram Sawal Desai.                                                                                                                                                                                                                                                                                                                                      | 9.00    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |
| 138/89                                                                                   | O: Sitaram Ghanshayam Senvi Desai.<br>T: Mohan Babi Gavde.                                                                                                                                                                                                                                                                                                                                                 | 5.00    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |
| <b>Boundaries :</b>                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                            |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |
| North: S. No. 138/121, 305, 303/6, 7, 8, 9, 10, 345/0, 327, 329/10, 156/0.               |                                                                                                                                                                                                                                                                                                                                                                                                            |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |
| South: S. No. 305/0, 303/6, 7, 8, 9, 10, 345/0, 327/0, 329/9, 157/0, 164/1, 2, 3, 156/0. |                                                                                                                                                                                                                                                                                                                                                                                                            |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |
| East : S. No. 138/1, 165/1, 166/2, 164/1, 156/0, 3, 04/0, 303/11, 327/0, 345/0, 150/0.   |                                                                                                                                                                                                                                                                                                                                                                                                            |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |   |

3. A plan of the said land can be inspected at the office of the said the Dy. Collector & S. D. O., Bicholim-Goa till the award is made under Section 11.

## SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Menkurem

| Survey No./Sub-Div. No. | Names of the persons believed to be interested                                                                                                                                                                                                                                                                                      | Area in sq. mts. |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1                       | 2                                                                                                                                                                                                                                                                                                                                   | 3                |
| 22/1                    | O: 1. Vinayak Shiva Naik.<br>2. Babu Shankar Naik.<br>3. Ganesh Shankar Naik.<br>4. Laxman Shankar Naik.<br>5. Jaidev Nakul Naik.<br>6. Pundalik Yeshwant Naik.<br>7. Shantabai Morjkarin.<br>8. Bhikale Tirodkar.<br>9. Bayule Sasolkar.<br>10. Tulshi Sagun Morudkar.<br>11. Salu Govind Amdoskar.<br>12. Tulshi Ramchandra Naik. | 1042             |

## Boundaries :

North : S. No. 21/1, 2.

South : S. No. 22/1.

East : S. No. 22/1.

West : Road, S. No. 22/1.

Total: 1042

By order and in the name of the Governor of Goa.

*Pandharinath N. Naik*, Under Secretary  
(Revenue-I/II).

Porvorim, 17th February, 2010.

## Department of Science Technology &amp; Environment

## Corrigendum

No. 7/4/98/STE/DIR/Part I/1691

Read: Order No. 7/4/98/STE/DIR/Part I/1547 dated 18-01-2010 published in Official Gazette Series, II No. 43 dated 21-01-2010.

The date in column No. (3) at Sr. No. (2), "Holi", in the Schedule to Order dated 18-01-2010, read above, shall be read as 28th February, 2010 instead of 27th February, 2010.

By order and in the name of the Governor of Goa.

*Michael M. D'Souza*, Director, (STE) & ex officio Joint Secretary.

Saligao, 22nd February, 2010.

## Department of Social Welfare

Directorate of Social Welfare

## Order

No. 19-46-97-Admn (Vol.I)/6909

Ref.: Order No. 19-46-97-Admn (Vol.I)/1774 dated 17-08-2005.

Sub. : Right to Information Act, 2005.

In continuation to this Department's letter of even number dated 17th August, 2005, Assistant Accounts Officer, Accounts Branch of this Directorate is hereby appointed as Public Information Officer for the matter pertaining to Accounts Branch under the aforesaid Act with immediate effect.

The above Officer shall be made available on Telephone No. 2223784, 2232257 and Fax No. 2228172.

*N. B. Narvekar*, Director of Social Welfare.

Panaji, 5th February, 2010.

[www.goagovt.nic.in/gazette.htm](http://www.goagovt.nic.in/gazette.htm)

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